REPORT OF THE COMMISSION

APPOINTED TO INQUIRE INTO THE

WORKING OF THE DECCAN AGRICULTURISTS' RELIEF ACT,

1891-92.

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Minute by the Honourable K. L. Nulkar.

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FROM

L. PORTER, ESQ., C.S., LL.D.,
Secretary to the Deccan Agriculturists' Relief Act Commission.

TO

C. J. LYALL, ESQ., C.S., C.I.E.,
Secretary to the Government of India, Home Department.

Dated Simla, the 11th June 1892.

SIR,

I HAVE the honour to submit the Report of the Special Commission appointed to inquire into the working of the Deccan Agriculturists' Relief Act, XVII of 1879, as amended by subsequent enactments.

Date of the inquiries.

2. In compliance with the orders of the Government of India the Commission assembled at Poona on the 15th of December 1891, and they completed their inquiries on the 30th of April 1892.

Nature of the inquiries made.

3. The papers furnished to the Commission indicated clearly the nature of the questions on which the Commission were called on for a report; but they also indicated a wide diversity of opinion, not merely in regard to matters of policy, but in regard to matters of fact, among those who were in the best position to speak with authority on the subject. Under these circumstances the first duty of the Commission appeared to be to ascertain the facts, as far as it was possible to do so, not merely from an examination of witnesses and records, but by personal investigation on the spot.

The inquiries made by the Commission consisted of—

(1) a local investigation into the circumstances of the ryots and their relations with the sahukars, and into the working of the system of Village Munsifs, Conciliation and Village Registration in certain selected localities in each of the four districts;

(2) an examination of such witnesses, official and unofficial, as appeared to be in a position to give useful information or useful advice; and

(3) an examination of a sufficient number of the records of cases falling under the Act, including cases disposed of by the Special Judge in the exercise of his powers of revision, and by the District Judges as Courts of Appeal.

In addition to these inquiries, Mr. E. C. Ozanne, the Survey and Settlement Commissioner, and the Collectors of Poona, Ahmednagar, Sholapur, Satara,

Ratnagiri, Khandesh, Thana, Nasik, and Bijapur favoured the Commission with replies to a number of questions which the Commission addressed to them.

Extent of the local inquiries.

4. As the time at the disposal of the Commission was short, it was clearly impossible to attempt a general inquiry into the circumstances of the whole agricultural population throughout four districts, covering an area of over 21,000 square miles, and containing a population of over three millions. Some portions also of the four districts are either situated within the region of (practically) certain rainfall, or protected by irrigation; and though in these places agricultural indebtedness is not unknown, the Commission decided to study the problem in the less favoured regions where, owing to inferiority of soil and capriciousness of climate, the problem presented itself in its most complicated aspect.

The Collectors of the four districts were therefore asked to suggest for each district two or more suitable places at some distance from head-quarters where a local investigation could be held. It was pointed out that the localities chosen should—

(1) be places which had suffered, or were likely to suffer, in unfavourable seasons;

(2) be within reach of a sufficient number of villages, so as to enable the Commission to obtain information of a fairly general character, and

(3) be situated in a "taluqa" where the system of Conciliation was in force.

The following statement gives the "taluqas" and the number of villages in each "taluqa," in which the inquiries were conducted :—

District	Name of Taluqa.	Number of Villages in each Taluqa.	Total
Poona	Bhimthadi	37	37
Satara	Wai	23	43
	Koregaon	20	
Sholapur	Madha	32	36
	Pandharpur	3	
	Karmala	1	
Ahmednagar	Shrigonda	15	50
	Rahuri	35	

A memorandum of the evidence taken at these inquiries will be found in Appendix I. The inquiries in the Poona district were conducted by the entire Commission; those in Ahmednagar by Messrs. Evans and Hammick; those in Satara by Messrs. Lely and Ibbetson; and those in Sholapur by the President and the Secretary. Shortly after the inquiries commenced the Honourable Mr. Nulkar was compelled by ill health to return to Poona, and was able to take little further part in the labours of the Commission.

Examination of witnesses.

5. The Commission were anxious to obtain not only the evidence of persons, official and unofficial, who had experience of the practical working of the Act, but especially of those acquainted with the condition of the four districts both before and

after the commencement of the Act. The Collectors and District Judges of the four districts, the Special Judge, the Survey and Settlement Commissioner, and the President of the Poona Municipality were accordingly asked for the names of persons likely to give useful information. A notice was at the same time sent to all papers, English and vernacular, published in the four districts, intimating that the Commission would be glad to hear of any facts illustrating the working of the Act or bearing upon the general subject of agricultural indebtedness. A list of the witnesses examined by the Commission will be found in Appendix II. It includes representatives of the Poona Arbitration Court, of the Sarvajanik Sabha, and of the Sind Branch of the Central National Muhammadan Association. The Government of Bombay considered it undesirable to nominate any witnesses, as the opinion of His Excellency the Governor in Council was already on record, and it was open to the Commission to summon and examine any of the officers whom the Government had already consulted on the subject.

Examination of the records of cases.

6. In order to obtain full information as to the actual working of the Act, the Commission, with the permission of the Bombay High Court, sent for and examined the following records of cases under the Act:—

Poona.—The records of all cases disposed of (*a*) by all the Subordinate Judges during February 1880 and November in each year from 1880 to 1891; (*b*) by the Special Judge during July and August 1880 and 1881, and August in each of the following years; and (*c*) by the District Judge on appeal during one month in each year from 1880 to 1886.

Ahmednagar and Satara.—The records of all cases disposed of (*a*) by all the Subordinate Judges during November 1881, 1883, 1885, 1887, 1889, and 1891; (*b*) by the Special Judge during July and August 1880 and 1881, and August in each of the following years; and (*c*) by the District Judge on appeal during one month in each year from 1880 to 1886.

Sholapur.—The records of all cases disposed of (*a*) by all the Subordinate Judges during November 1881, 1883, 1885, and 1889; (*b*) by the Special Judge during July and August 1880 and 1881, and August in each of the following years; and (*c*) by the District Judge on appeal during one month in each year from 1880 to 1886.

The periods were selected in each case as typical of the ordinary working of the Courts. The object in examining so many records was to ascertain how the Act was worked, not merely in selected Courts, but throughout the four districts, and to compare the results of revision under the Act with those of appeal in accordance with the ordinary law.

Objects of the Act.

7. The preamble to the Act simply recites that the Act was passed "to relieve the agricultural classes in certain parts of the Deccan from indebtedness," and the main object which the Act aimed at was, as the debates show, "to prevent the gradual transfer of proprietary interests in land from the martial and cultivating classes to the trading and money-lending castes of Hindu society." The preamble, however, scarcely exhausts the scope of the Act; and one important object of its promoters was to effect an improvement in judicial procedure and in the administration of civil justice.

8. The earlier reports submitted by the Special Judge give no information as to the amount of the reduction in claims effected by the Courts under sections 12—14 of the Act. The figures given in the later reports will be found in Statement XVI, Appendix IV. Those figures apparently include abatements and reductions of every kind, some at least of which would have been made under the ordinary law; but there can be no doubt that the reduction effected by the Courts, under the special powers conferred by the Act, was very great. In some of the reports it is stated that the reductions were of interest only, and that claims on account of principal were awarded in full. From the records examined by the Commission, this statement would appear to be to some extent incorrect; but perhaps all that the Special Judge meant to convey was that the total amount ultimately decreed exceeded the total amount claimed as principal—not that the full amount of principal was decreed in every case.

Reduction of old debt.

In addition to the reduction effected by the direct action of the Courts under the Act a considerable—and probably very large—reduction was effected indirectly by—

(*a*) creditors themselves, who in many cases framed their claims with reference to the provisions of the Act, and especially those contained in section 13 (*g*), as applied or interpreted by the Courts. Under section 13 (*d*) the Courts are given a certain discretion as to recognising a conversion made by the parties of accumulated interest into principal; and it is clear that, where any such conversion is allowed, the sum so converted into principal should rank as principal, and not as interest, for the purposes of section 13 (*g*).* The enquiries made by the Commission, however, show that some Courts misinterpreted the law, and considered that under no circumstances could accumulated interest rank as principal for the purposes of section 13 (*g*); while others, though aware that the recognition of a conversion of accumulated interest into principal was not wholly forbidden by the Act, refused to sanction any such conversion in any case, on the ground that the remedial aims of the Act would be entirely defeated if compound interest were allowed.

* By this clause the amount which may be allowed on account of interest is limited to the amount claimable as principal.

This practice—of disallowing all conversions of accumulated interest into principal, and of limiting the amount claimable as interest to the amount outstanding as principal at the date of the institution of the suit—applied originally to those cases only in which the complete history of the debt had been ascertained; but it soon came to be extended by the Courts to cases in which the commencement of the transactions which led to the suit could not be traced. In such cases the rule became general for the Court to assume that half of the amount of the earliest traceable bond represented the original principal debt, and the other half represented accumulated interest. This rule, which was originally intended to meet the case of those bonds only which purported or were proved to have been executed in settlement of previous accounts, was ultimately applied indiscriminately to all bonds which the creditors were unable to prove to have been

executed for a new consideration. This extension was, in 1887, condemned and checked by the High Court; but meanwhile, as the practice of the Courts became generally known, plaintiffs naturally (to save useless expenditure on Court-fees) modified their claims accordingly; and the Commission came across numerous suits on old bonds, in which the creditors, being unable to prove that the bonds had not been executed in settlement of old debts, claimed only the actual amounts mentioned in the bonds, foregoing all claims for subsequent interest:

(*b*) by means of agreements arrived at before a conciliator. The amount of the apparent reduction of claims effected by conciliators, so far as it is given in the reports, will be found in Statement XXVIII, Appendix IV. It is, of course, impossible to say how much of this reduction is real, and what proportion it bears to the relief that the debtors could have obtained in Court. Considerable reductions at private settlements, especially when cash payments are tendered, are, however, not uncommon; and there appears no sufficient reason to question that the relief obtained by some debtors under the conciliation system was appreciable:

(*c*) by private settlements. Many of the judicial officers examined by the Commission were of opinion that private settlements were very few. These witnesses, however, were only in a position to speak with confidence of what occurred in Court, and their opinion would appear to be wrong. Not only did the local enquiries made by the Commission reveal a considerable number of such settlements, but all the probabilities of the case point to the same conclusion. The number of agriculturists whose debts were adjudicated on after the passing of the Act by suits in Court, or by agreements before a conciliator, forms only a small part of the total agricultural population; and the only conclusion possible is that the claims against the others were either settled by private agreement or allowed to lapse. The latter alternative is improbable. There is not sufficient evidence before the Commission to enable them to say what the general result of these private settlements was; but presumably it was affected in favour of the debtors by the provisions of the Act.

Accumulation of new debt.

9. One great effect of the Act has undoubtedly been to make the professional money-lender more cautious in advancing loans except on the security of the land, and the agriculturist more reluctant to borrow where the security of the land is required. The evidence collected by the Commission during their local inquiries shows that this result has been accompanied by a marked reduction in unnecessary borrowing; while the provisions of the Act as to compound interest, and the limitation of the amount of interest which a Court can award, undoubtedly discourage long credit and renewals, and tend to prevent the accumulation of new debt.

Actual burden of indebtedness.

10. The evidence available is insufficient to enable the Commission to determine the present amount of agricultural indebtedness, or to express with confidence any

opinion as to how that burden compares with what it was in 1879, when the Act was passed. Such statistics as are available of the mortgages and bonds executed since the commencement of the Act will be found in Statement XXXII, Appendix IV. These statistics, however, do not include loans on account, the amount of which would appear from the evidence recorded in Appendix I to be considerable; nor do they show repayments of loans.

A legislative enactment, whose aim is merely (1) to afford agriculturists equitable relief from unduly inflated claims, and (2) to enable agriculturists when incurring obligations to understand clearly the terms and consequences of those obligations, can obviously have little or no effect on the causes which tempt or drive the agricultural population into debt. Among these causes are extravagance, improvidence, idleness, and want of energy which, while common to all classes, would appear to be especially fostered, but by no means to the same extent in every case, by the capricious climate of the Deccan. It is not unusual to find in the Deccan villages situated side by side, and to all appearance similarly circumstanced in respect of soil, assessment and tenure, in some of which the people seem hopelessly sunk in debt and entirely dependent on the money-lender, while in others they are free from encumbrances and accustomed to rely on their own resources. But the main cause of indebtedness would appear to be the capriciousness of the climate. A common remark made by the people to the Commission during their local enquiries was that during the last year or two debts had increased. More detailed investigation showed that all that was meant by this remark was that the last few seasons had in those villages been unfavourable, and the produce had been insufficient to pay the revenue and support the cultivator till next harvest. Under these circumstances the cultivator —if unable to make up the deficiency in other ways—had no option but to borrow; and if already in debt, the burden of that debt was increased by the amount of interest which it carried.

11. While, however, it is impossible to say whether the amount of debt is greater or less than it was thirteen years ago, there is a considerable body of evidence to show that the position of the ryot is much stronger and more independent than it was. Some have become more thrifty and manage to get along without borrowing. Dealings with fellow ryots have to a much greater extent than formerly taken the place of dealings with professional money-lenders. There was a considerable number of these agricultural money-lenders at the time of the Riots Commission, but the amount of their business was then small. Though the terms demanded by both classes of lenders appear in most cases to be identical, there is no question that the agriculturist creditor is more amenable to public opinion and more considerate in his treatment of the debtor than the sahukar. Most important of all, however, is the fact that the custom of making over the crop to the local "baniya" has lost ground, and the ryot now, as a rule, takes the harvested produce into the market. Much of this striking improvement is doubtless due to the great expansion of trade and the opening of new fields for labour which followed the construction of the Dhond-Manmar and the Southern Mahratta Railways, and the extension and improvement of other communications; to the introduction in places of irrigation from canals and tanks, and to a run of seasons following the commencement of the Act, which, if not uniformly good, were, for the Deccan, apparently above the average; but there can be no question that the Act has materially helped the ryot to profit from these advantages.

Transfers of land: (*a*) sales.

12. The following statement, which has been prepared from statistics kindly furnished by the Inspector-General of Registration, Bombay, shows the number of sales, the area sold, and the prices fetched during each year from 1883* to 1891 in the four districts of Poona, Ahmednagar, Sholapur and Satara.

* NOTE.—Statistics for the years previous to 1883 are not available.

A.

POONA DISTRICT.

Sales of agricultural land.

Year.	Under 5 acres.					Under 25 acres.					Under 50 acres.					Under 100 acres.					Above 100 acres.					Total.				
	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.
			₹	₹				₹	₹				₹	₹			₹		₹				₹	₹				₹	₹	
1883	267	489	723	40,305	55	346	3,212	2,347	63,784	29	51	2,067	1,042	9,352	9	21	802	389	9,767	25	3	467	233	2,200	9	688	7,087	4,739	1,25,408	26
	362	758	950	1,45,2.1	112	390	4,553	3,413	76,057		99	3,147	1,562	12 680	8	19	1,220	543	4,994	9	2	369	168	600	3	872	10,047	6,641	2,39,572	36
																										1,560	17,134	11,380	3,64,980	32
1884	355	649	962	52,511	54	292	3,653	2,772	53,809	20	96	3,274	1,945	26,412	13	31	1,727	588	7,372	12	2	264	41	900	22	776	9,567	6,308	1,41,504	22
	501	1,201	1,267	95,456	83	574	7,271	5,813	1,29,288	22	207	6,844	3,378	32,809	9	20	1,212	486	2,320	5	1	114	12	40	3	1,483	16,142	10,956	2,59,913	23
																										2,259	25,709	17,264	4,01,417	21
1885	378	708	1,053	53,081	50	349	4,108	2,769	68,600	24	106	3,567	2,148	32,473	15	25	1,354	619	5,645	9	3	362	100	290	3	861	10,099	6,689	1,60,089	23
	609	1,270	1,620	1,28,542	79	645	8,053	5,630	1,49,402	26	170	5,733	2,741	57,370	20	22	1,388	715	5,720	8	7	1,396	622	2,418	4	1,453	17,850	11,328	3,43,452	30
																										2,314	27,949	18,017	5,03,541	27
1886	331	645	915	50,412	55	286	3,623	2,825	65,414	23	63	2,370	1,515	28,859	19	28	1,807	770	8,579	11	1	104	28	500	18	709	8,549	6,053	1,33,764	22
	428	1,059	1,560	87,314	56	568	7,215	4,927	1,15,280	23	162	5,374	2,922	42,840	14	22	1,514	833	10,644	11	1	132	17	200	12	1,181	13,934	10,259	2,56,348	25
																										1,890	22,483	16,312	3,90,112	23
1887	420	722	1,020	40,787	40	315	3,614	2,718	72,128	26	81	2,583	1,126	16,944	15	15	750	270	3,775	14	...	...	...	...	...	831	7,669	5,134	1,33,634	26
	685	3,198	1,477	96,163	65	687	8,488	5,303	1,42,704	26	151	5,061	2,300	21,844	9	24	1,461	674	4,134	6	...	...	...	...	...	1,547	18,208	9,754	2,64,845	27
																										2,378	25,877	14,908	3,98,479	27
1888	538	1,476	1,542	60,981	39	458	5,399	3,804	81,977	21	85	2,898	1,552	20,622	13	19	1,292	428	5,737	13	...	...	...	...	...	1,100	11,065	7,326	1,72,317	23
	752	1,571	1,923	1,14,015	59	724	8,319	6,031	1,31,346	21	114	3,843	1,864	13,446	7	25	1,487	484	4,624	9	1	114	22	300	13	1,616	15,334	10,354	2,63,731	25
																										2,716	26,399	17,680	4,36,048	24
1889	585	1,255	1,612	91,969	56	496	5,616	3,904	86,051	21	123	3,812	1,981	25,525	12	37	2,114	1,083	13,914	13	1	102	43	400	9	1,242	12,899	8,623	2,17,859	25
	876	1,757	1,947	1,31,676	67	709	8,284	5,549	1,30,808	23	135	4,188	2,180	26,358	12	23	1,511	699	13,923	20	1	122	24	425	17	1,744	15,862	10,399	3,03,190	29
																										2,986	28,761	19,022	5,21,049	27
1890	617	1,368	1,736	1,10,019	63	450	5,289	3,794	1,13,815	30	123	4,039	1,907	16,980	8	17	1,048	481	6,063	12	.	...	...	...	...	1,207	11,744	7,918	2,46,877	32
	850	1,598	2,382	1,15,045	49	705	14,686	5,505	96,108	17	143	4,645	1,583	36,177	22	11	695	301	2,329	7	2	255	35	200	6	1,711	21,879	7,886	2,49,859	31
																										2,918	33,623	15,804	4,96,736	31
1891	649	1,298	1,565	1,08,753	69	520	5,684	4,075	84,076	20	95	3,337	1,597	22,501	14	11	684	620	17,319	27	...	...	...	...	...	1,275	10,983	7,857	2,32,649	29
	1,041	1,936	2,312	1,59,230	68	845	8,528	5,430	1,40,494	25	132	3,773	1,813	20,662	16	16	944	324	5,138	15	1	105	34	125	3	2,035	15,286	9,913	3,25,652	32
																										3,310	26,269	17,770	5,58,301	31

NOTE.—The figures in the upper row under each year show sales by agriculturists to non-agriculturists; the figures in the lower row sales by agriculturists to agriculturists.

A.

AHMEDNAGAR DISTRICT.

Sales of agricultural land.

Year.	Below 5 acres.					Below 25 acres.					Below 50 acres.					Below 100 acres.					Above 100 acres.					Total.				
	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.
			₹	₹				₹	₹				₹	₹				₹	₹				₹	₹				₹	₹	
1883	85	207	287	11,716	40	161	1,961	1,446	22,961	15	61	1,605	1,126	9,815	8	9	561	312	2,450	8			...	...	..	316	4,336	3,171	46,942	15
	83	198	256	11,292	44	221	3,116	2,359	31,983	13	69	2,316	1,435	11,125	8	20	1,211	560	3,816	6	1	114	50	250	5	394	6 955	4,660	58,416	12
																										710	11,291	7,831	1,05,358	13
1884	114	239	333	11,128	33	271	3,911	2,619	41,155	15	91	2,665	1,750	13,984	8	15	947	492	6,910	14	1	115	53	900	16	492	7,877	5,247	74,077	14
	127	359	393	16,978	43	385	5,373	4,028	52,483	13	117	3,751	2,268	18,934	8	14	957	530	5,363	10	1	479	4	129	...	644	10,919	7,223	93,887	13
																										1,136	18,796	12,470	1,67,964	13
1885	122	297	416	14,047	33	327	4,592	4,089	47,811	11	114	3,196	1,918	17,829	9	25	1,579	911	6,577	7	...	.	...	...	...	588	9,664	7,334	82,264	11
	152	448	698	20,654	29	489	6,863	5,822	63,627	11	112	3,495	1,982	19,921	10	14	884	290	4,319	15	.	...	...	...	.	766	11,690	9,083	1,07,076	11
																										1.354	21,354	16,417	1,89,340	11
1886	138	327	463	16,183	34	331	4,627	4,185	44,439	10	106	3,477	1,817	16,818	9	12	805	546	3,190	5	1	234	247	1,700	4	588	9,470	7,260	81,630	11
	143	388	1,141	20,713	18	495	6,935	5,599	65,680	11	109	3,564	1 911	14,244	7	14	884	290	4,319	15	2	323	105	1,200	11	763	12,094	9,046	1,06,156	11
																										1,351	21,564	16,306	1,87,786	11
1887	194	489	557	16,397	30	432	6,160	4,089	44,787	9	122	2,904	1,969	11,903	6	18	1,239	623	4,637	7	1	170	108	209	3	767	10,962	7,946	78,023	10
	260	748	859	29,285	34	573	7,476	5,697	66,597	11	135	4,298	2,333	21,020	9	20	1,266	525	3,571	6	1	106	18	1,000	50	989	13,994	9,432	1,21,493	13
																										1,756	24,956	17,378	1,99,516	11
1888	241	397	732	22,189	30	540	8,259	5,516	59,505	10	137	5,175	2,371	21,182	9	15	899	460	5,010	11	1	154	11	50	4	934	14,884	9,090	1,07,936	10
	303	775	850	27,033	31	799	11,834	7,524	92,709	12	144	4,579	3,180	22,074	7	23	1,550	777	6,428	8	2	297	97	399	4	1,271	19,035	12,428	1,48,643	12
																										2,205	33,919	21,518	2,56,579	11
1889	250	617	733	22,714	30	723	9,662	7,568	76,822	10	156	4,772	2,434	15,319	6	25	1,421	737	5,447	7	...	...	...	...		1,154	16,472	11,472	1,20,302	10
	298	857	941	27,169	19	759	10,280	7,771	71,927	9	163	5,262	3,092	26,281	8	12	728	333	1,352	4	...	...	...	..		1,238	17,107	12,137	1,26,099	10
																										2,392	33.579	23,609	2,46,401	10
1890	254	614	789	27,180	34	656	8,821	6,686	68,805	10	178	4,982	3,065	25,346	8	16	1,036	408	4,266	8	1	123	27	99	3	1,104	15,453	11,028	1,25,597	11
	381	897	1,030	36,580	35	984	12,398	8,962	1,03,773	11	175	5,622	4,557	29,605	6	17	999	497	3,409	7	.	...	. .	.	...	1,557	19,916	15,046	1,73,369	11
																										2,661	35,369	26,074	2,98,964	11
1891	302	744	914	24,504	27	791	10,961	8,572	91,575	10	173	4,935	3,035	22,372	7	10	658	390	4,351	11	..	...	...	...	..	1,276	17,298	12,911	1,42,802	11
	381	889	979	39,583	40	898	12,290	8,782	95,763	10	191	5,222	3,724	32,529	8	20	1,371	614	6,876	11	. .	...	...	...	. .	1,490	19,772	14,099	1,74,481	12
																										2,766	37,070	27,010	3,17,283	11

NOTE.—The upper row of figures for each year shows sales by agriculturists to non-agriculturists; the lower row sales by agriculturists to agriculturists.

A.

SHOLAPUR DISTRICT.

Sales of agricultural land.

Year.	Below 5 acres.					Below 25 acres.					Below 50 acres.					Below 100 acres.					Above 100 acres.					Total.				
	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.
			₹	₹				₹	₹				₹	₹				₹	₹				₹	₹				₹	₹	
1883	28	77	76	2,317	30	76	1,115	716	11,090	15	50	1,717	925	9,000	9	11	751	292	2,512	9	10	467	138	833	6	175	4,127	2,147	25,712	12
	47	134	112	4,405	40	292	4,379	2,713	35,261	13	133	4,786	1,988	16,580	8	58	2,247	930	12,044	13	2	299	151	1,400	9	532	11,845	5,894	69,690	11
																										707	15,972	8,041	95,402	11
1884	26	80	95	3,152	32	121	1,690	1,103	15,232	15	59	1,936	967	12,037	12	28	1,228	445	3,070	7	1	106	25	200	8	235	2,040	2,635	33,691	12
	68	186	202	8,255	40	360	5,156	3,281	46,925	14	155	4,129	2,449	19,191	7	32	2,051	787	5,530	7	5	709	289	2,402	8	620	12,231	7,008	82,303	11
																										855	14,271	9,643	1,15,994	12
1885	24	100	67	2,185	32	153	2,360	1,521	22,325	14	85	2,950	1,429	14,442	10	19	1,120	496	2,607	5	2	226	118	1,600	13	283	6,756	3,631	43,159	11
	88	252	266	8,253	31	392	5,618	3,269	41,078	12	166	5,538	2,511	24,290	9	33	2,100	888	10,180	11	3	532	115	1,200	10	682	14,040	6,749	85,001	12
																										965	20,796	10,380	1,28,160	12
1886	22	57	52	1,930	37	127	1,796	1,076	15,290	14	64	2,198	1,073	13,473	12	10	593	283	2,595	9	1	139	56	1,000	18	224	4,783	2,540	34,288	13
	71	149	184	5,157	38	394	5,930	3,306	40,103	12	209	7,171	3,070	28,824	9	24	1,568	469	5,477	11	7	975	346	1,886	5	705	16,093	7,375	81,247	11
																										929	20,876	9,915	1,15,535	11
1887	37	102	105	4,778	45	174	2,556	1,594	19,985	12	83	2,780	1,374	14,369	10	14	907	412	4,179	10	3	452	216	1,525	7	311	6,797	3,701	44,836	12
	125	314	316	10,198	32	451	6,447	3,367	37,769	11	209	6,990	2,804	18,131	6	18	1,168	410	5,220	12	2	242	81	900	11	805	15,161	6,978	72,218	10
																										1,116	21,958	10,679	1,17,054	11
1888	50	133	113	3,958	35	223	3,248	1,829	25,513	14	101	3,432	1,461	13,125	9	27	1,835	751	8,486	11	1	113	31	150	5	402	8,761	4,185	51,182	12
	123	354	307	8,595	28	601	8,711	4,594	44,054	9	243	7,968	3,151	28,615	9	37	2,349	733	5,366	7	4	638	143	2,400	16	1,008	20,020	8,928	89,030	10
																										1,410	28,781	13,113	1,40,212	11
1889	55	180	151	5,101	33	247	3,548	2,002	24,044	12	112	3,798	1,945	16,557	8	20	1,247	1,443	4,062	3	3	371	48	297	6	487	9,144	5,589	50,061	9
	139	367	303	8,603	28	583	8,305	4,429	50,226	11	211	7,955	3,232	28,965	9	28	1,744	702	5,863	8	3	405	46	334	7	964	18,776	8,712	93,990	10
																										1,451	27,920	14,301	1,44,051	10
1890	63	195	200	6,368	31	263	4,007	2,146	55,902	26	118	3,875	1,750	17,646	10	17	1,077	365	5,221	14	4	709	241	2 449	10	465	9,863	4,702	87,586	18
	166	462	384	13,189	34	889	9,870	5,017	57,972	11	231	7,553	3,193	25,216	8	21	1,290	045	5,219	8	2	230	29	194	6	1,309	19,405	9,268	1,01,790	10
																										1,774	29,268	13,970	1,89,376	13
1891	47	156	153	6,079	39	262	3,725	5,276	27,472	5	106	3,600	1,554	16,154	10	22	1,283	500	5,714	11	..	...	...	...	...	437	8,764	7,483	55,419	7
	141	381	331	11,274	34	684	9,593	5,212	65,603	12	230	8,120	3,323	22,969	6	25	1,673	601	5,832	9	2	219	68	1,250	18	1,082	19,986	9,535	1,06,928	11
																										1,519	28,750	17,018	1,62,347	9

NOTE.—The upper row of figures for each year gives the sales by agriculturists to non-agriculturists; the lower row the sales by agriculturists to agriculturists.

A.

SATARA DISTRICT.

Sales of agricultural land.

Year.	Below 5 acres.					Below 25 acres.					Below 50 acres.					Below 100 acres.					Above 100 acres.					Total.				
	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.	Number.	Area in acres.	Assessment.	Price.	Multiple of assessment.
			₹	₹				₹	₹				₹	₹				₹	₹				₹	₹				₹	₹	
1883	365	752	1,697	53,710	31	151	1,565	2,321	36,251	15	20	679	284	7,754	27	4	264	93	1,360	14	...	...	...	...	...	540	3,260	4,395	99,075	22
	895	1,680	3,588	1,22,774	34	397	4,387	4,577	85,464	18	68	2,099	1,007	12,796	12	22	1,483	329	3,690	11	1	112	66	1,500	22	1,383	9,761	9,568	2,26,224	23
																										1,923	13,021	13,963	3,25,299	
1884	430	844	1,901	68,965	36	170	1,925	2,029	54,690	26	23	795	550	14,912	27	14	661	385	7,975	20	...	...	...	...	...	637	4,225	4,865	1,46,542	30
	1,175	2,309	5,150	1,72,333	33	494	5,239	5,547	1,15,784	20	72	2,218	1,006	13,369	13	17	1,067	465	3,703	7	3	400	84	1,100	13	1,761	11,233	12,252	3,06,289	25
																										2,398	15,458	17,117	4,52,831	
1885	458	885	2,123	77,559	36	176	1,816	2,014	49,758	24	20	658	255	4,415	17	4	218	84	1,481	17	1	272	482	1,000	2	659	3,849	4,958	1,34,213	27
	1,441	2,067	5,947	2,17,485	36	643	6,449	6,720	1,35,996	20	76	2,316	1,051	22,653	21	16	1,043	335	3,330	9	4	1,161	821	850	1	2,180	13,036	14,875	3,80,315	25
																										2,839	16,885	19,833	5,14,528	
1886	455	882	2,166	69,708	32	198	2,031	2,250	52,692	23	23	766	530	6,419	12	3	197	75	650	8	...	...	...	...	...	679	3,876	5,021	1,29,469	25
	1,422	2,741	5,523	2,34,598	42	566	6,180	6,726	1,36,878	20	52	1,589	975	16,939	17	13	864	397	2,088	5	2	256	155	1,050	6	2,055	11,630	13,770	3,91,553	28
																										2,734	15,506	18,791	5,21,022	
1887	450	912	1,751	53,885	30	193	2,169	2,143	54,633	25	25	793	346	5,803	16	4	267	56	349	6	1	255	160	1,300	8	673	4,395	4,456	1,15,970	26
	1,392	2,472	10,199	1,78,816	17	447	4,674	4,162	83,947	20	65	2,156	774	12,255	15	10	658	164	2,322	14	...	...	...	...	...	1,914	9,960	15,299	2,77,340	18
																										2,587	14,355	19,755	3,93,310	
1888	666	1,308	2,615	84,727	32	230	2,344	2,258	65,505	29	16	545	376	4,969	13	6	426	214	3,574	16	1	128	30	605	20	919	4,751	5,493	1,59,380	29
	1,738	3,031	5,756	2,22,952	38	528	5,501	4,692	98,512	20	51	1,360	613	8,018	13	8	501	193	2,278	11	4	1,197	521	11,787	22	2,329	11,590	11,775	3,43,547	28
																										3,248	16,341	17,268	5,02,927	
1889	717	1,367	2,872	71,105	24	220	2,350	2,086	53,471	25	28	845	441	7,136	16	4	299	71	799	11	3	363	587	5,500	9	972	5,224	6,057	1,38,011	22
	1,700	3,047	5,986	2,12,273	35	491	5,043	4,141	95,659	25	64	1,988	919	10,875	11	8	453	196	3,629	18	2	253	38	1,099	28	2,265	10,784	11,280	3,23,525	28
																										3,237	16,008	23,488	4,61,536	
1890	663	1,225	2,625	90,491	34	232	2,461	2,378	60,265	25	29	983	635	8,497	13	3	156	109	1,465	13	1	315	228	2,000	8	928	5,140	5,975	1,62,718	27
	1,946	3,355	5,991	2,21,054	36	501	5,079	4,055	1,54,496	38	59	1,747	868	14,548	16	12	772	106	1,811	17	1	108	6	180	30	2,519	11,061	11,026	3,92,089	35
																										3,447	16,201	17,001	5,54,807	
1891	689	1,258	2,584	94,130	36	244	2,752	2,506	73,963	29	21	681	463	7,960	17	2	135	39	1,400	36	1	107	249	2,000	8	957	4,933	5,841	1,79,453	30
	1,822	3,076	5,983	2,11,073	35	468	4,800	4,079	96,089	23	62	1,544	811	12,231	15	4	239	115	1,209	10	..	...	...	...	...	2,356	9,659	10,988	3,20,062	29
																										3,313	14,592	16,829	4,99,515	

NOTE.—The upper row of figures for each year gives the sales by agriculturists to non-agriculturists; the lower row the sales by agriculturists to agriculturists.

It will be seen from this statement that in all four districts the number of sales shows a marked, but irregular, tendency to increase. In Ahmednagar and Sholapur there is the same tendency observable in the areas sold; but in Poona and Satara there is considerable fluctuation from year to year. In all four districts, but especially in Poona, Sholapur and Satara, the majority of the transfers were to agriculturists; and in all the bulk of the transactions related to the smaller areas.

These statistics—valuable as they undoubtedly are—do not give complete information as to the transfer of proprietary rights. It has been alleged that transfers are frequently effected, without execution of any document, by mere mutation of names in the Collector's register. The Commission have been unable to find any evidence in support of this allegation, and all the mamlatdars consulted were of opinion that no such practice prevails. It will be seen, however, from the evidence recorded in Appendix I that land is sometimes sold by non-agriculturists to agriculturists; also that some of the formal sales by agriculturists to money-lenders are in reality regarded by the parties as mortgages, and that land so transferred is sometimes redeemed. Apparently these retransfers are effected by simple restoration of the land and return of the sale-deed, and it follows that the net areas actually transferred to the non-agricultural classes are probably somewhat less than those shown in the statement.

It is noted in Mr. Woodward's report,* and the enquiries made by the Commission point to the same conclusion, that there is a general tendency on the part of the ryot to hold more land than his means justify. This leads to unnecessary borrowing, and often to insolvency. It is possible that some of the sales are of such surplus lands, and it certainly does not follow that every sale means the expropriation of a ryot.

*Mr Woodward was appointed at the close of 1882 to inquire into the working of the Act.

After full allowance is made for these considerations, however, and for those sales which are purely voluntary, the fact remains that a large and increasing area is still being annually transferred from the cultivating to the trading and other classes. Except in so far as certain provisions of the Act have encouraged the substitution to some extent of nominal sales for mortgages with possession,—a subject which will more conveniently be considered when those provisions are under discussion,—it is impossible to attribute any of this increase to the working of the Act. On the contrary, the Act, by reducing the burden of debt, by exempting land from liability to sale in execution of money decrees, and by making clear to the ryot the results of the contracts which he enters into, has undoubtedly largely checked the transfer of the land, both by the voluntary action of the parties and by the action of the Court. It has, however, unquestionably failed to stop that process.

(*b*) Mortgages with possession.

13. Statement B gives corresponding details in regard to mortgages with possession.

B.

POONA DISTRICT.

Mortgages of agricultural land with possession.

Year.	Under 5 acres.				Under 25 acres.				Under 50 acres.				Under 100 acres.				Above 100 acres.				Total.			
	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.
			₹	₹			₹	₹			₹	₹			₹	₹			₹	₹			₹	₹
1883	1,178	3,084	3,160	1,25,545	601	6,408	4,989	98,768	113	5,223	2,269	27,167	24	1,597	857	9,474	5	906	433	2,100	1,921	17,218	11,708	2,63,044
	1,371	2,499	10,426	1,60,535	647	7,397	5,283	85,482	94	3,122	1,677	15,442	16	1,037	450	5,065	...	...	...	...	2,128	14,055	17,836	2,66,524
																					4,049	31,273	29,544	5,29,568
1884	1,427	2,612	3,780	1,50,342	704	7,930	6,114	1,20,060	101	3,447	2,071	23,739	23	1,476	664	7,813	4	459	128	740	2,259	15,924	12,869	2,90,877
	1,745	3,654	4,199	1,94,307	792	8,059	6,226	1,08,243	130	4,533	4,426	25,023	11	705	323	1,850	...	...	...	...	2,678	17,251	15,179	3,29,423
																					4,937	33,175	28,048	6,20,300
1885	1,918	3,690	5,533	1,97,235	1,044	11,813	9,367	2,08,782	193	6,368	3,924	56,122	31	1,962	943	14,995	3	366	124	1,300	3,189	24,303	19,947	4,79,234
	1,959	3,505	5,203	2,38,953	1,008	10,345	8,427	1,61,124	144	4,119	2,264	22,484	17	1,156	404	2,460	...	...	...	...	3,128	19,125	16,298	3,65,021
																					6,317	43,428	36,245	8,44,255
1886	1,784	3,467	5,019	1,86,773	1,080	12,092	9,623	1,80,200	187	6,422	3,663	42,960	30	1,982	998	10,911	3	470	180	2,100	3,084	24,433	19,483	4,22,944
	2,071	4,257	5,353	2,59,561	1,051	11,030	7,992	1,48,860	132	4,371	2,038	21,346	32	1,652	668	5,688	...	...	...	...	3,286	21,310	16,050	4,35,455
																					6,370	45,743	35,533	8,58,399
1887	2,044	3,827	5,520	1,94,869	1,119	12,446	8,950	1,54,699	164	6,086	3,498	24,271	36	2,177	963	6,954	6	1,208	686	10,955	3,369	25,744	19,617	3,91,748
	2,260	4,624	5,324	2,06,940	978	10,829	7,355	1,14,396	138	4,367	2,297	26,645	17	1,029	459	4,882	...	...	...	...	3,393	20,849	15,465	3,52,863
																					6,762	46,593	35,082	7,44,611
1888	2,585	4,839	6,738	2,45,706	1,376	14,440	11,466	1,80,732	241	3,801	4,496	41,625	34	2,193	1,165	16,560	3	484	105	399	4,239	25,757	23,970	4,88,022
	2,637	5,317	6,412	2,64,147	1,127	12,064	9,193	1,33,867	122	3,955	2,133	19,286	18	1,051	491	2,763	...	...	...	...	3,904	23,327	18,229	4,26,063
																					8,143	49,084	42,199	9,14,085
1889	3,061	6,044	8,350	3,07,885	1,729	18,880	15,427	2,21,298	250	8,645	5,081	48,006	54	3,470	1,278	14,155	4	584	336	4,499	5,098	37,623	30,472	5,95,843
	3,031	6,021	7,086	2,83,472	1,340	14,636	9,960	1,68,807	151	4,895	2,675	19,967	12	693	303	2,207	...	...	...	...	4,434	26,245	20,024	4,74,453
																					9,532	63,868	50,496	10,70,296
1890	3,148	6,647	8,524	2,87,752	1,896	20,100	15,644	2,28,243	202	6,366	9,502	55,379	39	2,605	1,350	11,174	3	336	147	599	5,288	36,054	35,167	5,83,147
	3,052	5,930	7,859	2,88,955	1,243	12,976	9,221	1,48,371	120	4,039	2,025	21,478	14	955	360	2,959	1	158	33	400	4,430	24,049	19,498	4,62,163
																					9,718	60,103	54,665	10,45,310
1891	3,185	7,224	9,781	3,04,405	1,859	20,142	15,330	2,35,740	286	9,230	5,432	1,03,460	55	2,983	1,393	16,134	6	829	434	5,700	5,391	40,408	32,370	6,65,439
	3,173	6,054	7,743	3,25,554	1,358	14,452	10,204	1,82,035	147	9,777	2,690	23,069	11	671	232	992	1	129	111	800	4,690	31,083	20,980	5,32,450
																					10,081	71,491	53,350	11,97,889

Note.—The upper row of figures for each year gives the mortgages by agriculturists to non-agriculturists; the lower row the mortgages by agriculturists to agriculturists.

B.

AHMEDNAGAR DISTRICT.

Mortgages of agricultural land with possession.

Year.	Under 5 acres.				Under 25 acres.				Under 50 acres.				Under 100 acres.				Above 100 acres.				Total.			
	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.
			R	R			R	R			R	R			R	R			R	R			R	R
1883	231	639	726	22,358	364	4,657	3,424	48,247	83	3,340	1,544	11,983	18	1,243	902	6,236	1	104	75	975	697	9,383	6,671	89,799
	194	518	466	18,291	283	3,327	2,133	28,933	41	1,260	569	6,252	9	298	138	379	...	...	...	...	527	5,403	3,306	53,856
																					1,224	14,786	10,977	1,43,655
1884	297	812	900	25,385	510	6,584	6,334	87,798	124	4,321	2,205	21,896	25	1,580	820	6,522	..	...	...	...	956	13,297	10,259	1,41,601
	296	644	735	25,531	327	4,057	2,560	34,103	57	1,941	982	8,892	7	448	165	1,250	...	...	...	...	687	7,090	4,442	69,776
																					1,643	20,387	14,731	2,11,377
1885	423	1,161	1,293	37,698	652	8,543	6,286	80,291	193	6,518	3,842	32,820	31	2,075	1,178	7,414	3	384	185	676	1,302	18,681	12,784	1,58,899
	235	689	724	26,707	478	6,272	4,797	46,195	71	2,325	1,195	8,174	11	719	494	3,139	...	...	...	...	795	10,005	7,210	84,215
																					2,097	28,686	19,994	2,43,114
1886	329	824	1,114	27,679	672	9,026	7,155	68,731	178	6,066	3,669	30,815	45	2,420	1,217	6,776	5	684	250	1,805	1,229	19,020	13,405	1,35,806
	308	681	1,642	27,908	379	4,990	3,645	38,879	68	2,818	1,288	8,847	9	605	93	665	...	...	...	...	764	8,594	6,668	76,299
																					1,993	27,614	20,073	2,12,105
1887	373	1,014	1,260	27,844	812	8,614	8,598	72,315	191	6,512	3,278	26,273	25	1,707	761	4,834	4	441	232	1,228	1,405	18,288	14,129	1,32,494
	379	725	977	27,721	444	5,857	4,154	27,202	61	2,056	1,116	6,053	11	639	271	1,106	...	...	...	...	895	9,277	6,518	62,082
																					2,300	27,565	20,647	1,94,576
1888	511	1,519	1,830	39,064	1,238	16,026	13,295	1,17,423	275	9,421	5,466	36,279	40	2,639	1,460	14,305	5	634	162	721	2,069	30,239	22,213	2,07,792
	449	1,057	1,250	31,210	568	6,595	3,661	48,495	91	2,892	1,384	7,206	13	821	274	2,044	1	102	34	300	1,122	11,467	6,603	89,255
																					3,191	41,706	28,816	2,97,047
1889	637	1,744	2,113	50,510	1,609	20,142	15,463	1,79,973	292	10,004	5,419	37,355	54	3,126	1,950	15,886	8	1,259	962	9,642	2,600	36,275	25,907	2,93,366
	617	1,489	1,626	48,024	565	8,738	6,060	60,682	115	3,689	2,073	11,896	17	1,204	479	1,349	...	...	...	...	1,314	15,120	10,232	1,21,591
																					3,914	51,395	36,139	4,14,957
1890	829	3,339	3,205	59,879	1,625	20,551	15,779	1,49,202	327	10,738	6,146	43,317	49	3,072	1,224	7,299	5	700	279	1,999	2,835	38,400	26,683	2,61,696
	568	1,395	1,439	90,450	765	9,575	6,936	72,699	121	3,918	1,821	11,177	13	779	385	3,270	2	245	127	225	1,469	15,912	10,708	1,77,921
																					4,304	54,312	37,391	4,39,617
1891	691	1,811	4,860	50,393	1,630	20,537	16,466	1,22,531	307	10,002	5,782	41,088	56	3,629	1,620	13,860	17	2,043	1,264	9,182	2,701	38,022	29,992	2,37,051
	597	1,594	1,716	41,569	760	10,226	7,503	74,459	142	4,876	2,788	14,975	12	747	270	1,141	...	...	..	...	1,511	17,443	12,277	1,32,144
																					4,212	55,465	42,269	3,69,195

NOTE.—The upper row of figures for each year gives the mortgages by agriculturists to non-agriculturists; the lower row the mortgages by agriculturists to agriculturists.

B.

SHOLAPUR DISTRICT.

Mortgages of agricultural land with possession.

Year.	Under 5 acres.				Under 25 acres.				Under 50 acres.				Under 100 acres.				Above 100 acres.				Total.			
	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.
			R	R			R	R			R	R			R	R			R	R			R	R
1883	25	79	90	2,814	83	1,114	1,439	8,588	32	1,121	487	4,806	22	1,523	556	7,205	1	145	25	500	163	3,982	2,597	23,913
	66	170	202	5,450	123	1,615	1,068	15,300	36	1,176	583	6,461	5	326	156	2,346	...	...	...	...	230	3,287	2,009	29,587
																					393	7,269	4,606	53,500
1884	33	94	91	3,535	103	1,325	1,031	13,107	56	2,007	1,207	10,017	9	594	318	2,775	2	338	162	130	203	4,358	2,809	29,564
	66	170	179	5,726	149	1,989	1,282	22,316	55	2,025	897	11,478	13	786	333	1,865	...	..	...	...	283	4,970	2,691	41,385
																					486	9,128	4,500	70,949
1885	45	159	138	4,556	131	1,862	1,321	21,447	59	2,081	1,196	11,007	13	793	372	4,280	4	763	360	5,500	252	5,658	3,387	46,790
	76	185	232	6,119	170	2,342	1,594	16,906	58	1,934	1,063	7,237	19	1,330	601	6,826	6	868	536	2,935	329	6,659	4,026	40,023
																					591	12,317	7,413	86,813
1886	35	99	108	4,147	137	1,891	1,380	18,845	65	2,206	1,296	11,296	21	1,397	768	7,131	...	...	...	..	258	5,593	3,552	41,419
	63	169	185	5,933	194	2,673	1,584	22,339	71	2,379	1,072	10,854	17	1,217	577	2,895	2	254	195	1,000	347	6,692	3,613	43,021
																					605	12,285	7,165	84,440
1887	31	90	93	2,523	121	1,754	1,142	17,625	76	2,596	1,429	14,142	13	819	274	3,962	...	...	...	...	241	5,259	2,938	38,252
	66	177	165	4,561	195	2,521	1,587	18,650	74	2,494	1,214	9,157	16	1,005	461	2,240	4	476	160	1,950	355	6,673	3,587	36,558
																					596	11,932	6,825	74,840
1888	61	178	185	6,267	217	3,·17	1,954	22,044	87	2,894	1,376	9,809	12	778	340	3,744	2	164	50	599	379	7,131	3,905	42,463
	123	333	321	8,869	291	4,722	2,457	24,954	84	2,756	1,317	8,315	21	1,280	577	3,453	2	211	108	599	521	8,602	4,800	46,190
																					900	15,733	8,705	88,653
1889	72	187	185	4,707	248	3,627	2,383	25,900	105	3,640	1,886	18,033	27	1,810	849	6,747	4	671	343	4,075	456	9,935	5,646	59,462
	126	346	356	8,429	329	4,100	2,630	15,490	111	3,752	1,815	10,649	14	1,154	433	1,906	1	122	28	50	581	9,474	5,262	36,524
																					1,037	19,409	10,908	95,986
1890	99	303	285	11,326	313	4,198	2,689	35,446	136	5,219	2,434	27,981	31	2,053	941	9,548	1	127	55	350	580	11,900	6,412	84,651
	151	413	375	11,289	352	4,764	2,732	28,644	98	4,419	1,496	10,905	15	936	311	1,866	1	290	38	99	617	10,822	4,952	52,803
																					1,197	22,722	11,364	1,37,454
1891	71	252	248	6,067	295	5,478	2,634	38,957	133	4,625	2,310	28,587	21	1,426	559	4,170	2	272	135	1,300	522	12,053	5,883	79,081
	121	321	308	8,443	439	5,966	3,373	34,229	128	4,328	1,682	13,549	11	644	206	1,823	1	109	58	250	700	11,368	5,627	58,294
																					1,222	23,421	11,510	1,37,375

NOTE.—The upper row of figures in each year relates to mortgages by agriculturists to non-agriculturists; the lower row to mortgages by agriculturists to agriculturists.

B.

SATARA DISTRICT.

Mortgages of agricultural land with possession

Year.	Under 5 acres.				Under 25 acres				Under 50 acres.				Under 100 acres.				Above 100 acres.				Total.			
	Number of deeds.	Area in acres.	Assessment.	Sum secured.	Number of deeds.	Area in acres.	Assessment	Sum secured.	Number of deeds.	Area in acres.	Assessment.	Sum secured.	Number of deeds.	Area in acres.	Assessment	Sum secured.	Number of deeds.	Area in acres.	Assessment	Sum secured.	Number of deeds.	Area in acres.	Assessment.	Sum secured.
			₹	₹			₹	₹			₹	₹			₹	₹			₹	₹			₹	₹
1883	816	1,356	3,182	84,459	239	2,376	3,256	51,394	33	1,091	835	10,547	5	476	343	6,408	3	554	211	2,300	1,096	5,853	7,827	1,55,108
	2,028	3,143	7,084	1,72,626	306	3,081	4,408	45,964	25	797	357	8,347	2	115	26	149	...				2,361	7,136	11,875	2,27,086
																					3,457	12,989	19,702	3,82,194
1884	1,017	1,696	4,283	1,13,549	266	2,138	3,692	56,683	38	851	648	9,580	5	437	434	7,832	1	103	46	150	1,327	5,225	9,103	1,87,794
	2,400	3,837	8,955	2,13,304	438	4,255	5,233	78,770	23	668	344	3,297	5	305	308	3 740	...		...		2 866	9,065	14,840	2,99,111
																					4,193	12,290	23,943	4,86,9 5
1885	1,125	1,897	4,645	1,32,950	365	3,311	4,578	89,143	51	1,152	1,124	11,207	9	814	1,038	11,095	3	1,035	163	4,339	1,553	8,209	11,848	2,48,734
	2,956	4,999	11,719	2,06,809	532	5,117	6,610	91,679	26	921	615	3,625	5	361	328	4,000	1	120	20	106	3,520	11,518	19,292	3,06,219
																					5,073	19,727	31,140	5,54,953
1886	1,205	2,254	5,095	1,35,534	382	3,881	5,741	1,10,764	54	1,257	1,625	18,548	11	904	1,262	14,840	4	1,942	1,353	3,683	1,656	10,238	15,076	2,83,369
	3,281	5,339	12,130	3,21,796	562	5,202	7,319	1,10,271	40	1,376	592	5,819	4	266	40	245	..	...	.	...	3,887	12,183	20,081	4,38,131
																					5,543	22,421	38,157	7,21,500
1887	1,155	2,027	4,628	1,09,712	3 8	3,123	3,470	45,191	45	915	1,079	11,334	5	384	426	7,437	..	.	...	...	1,513	6,449	9,603	1,73,674
	3,487	5,209	11,203	2,94,955	498	4,630	4,981	26,892	27	857	368	2,990	14	975	417	3,450	...	...	...		4,026	11,671	16,969	3,28,287
																					5,539	18,120	26,572	5,01,961
1888	1,533	2,486	6,293	1,44,827	378	3,795	5,105	87,464	65	1,474	1,370	15,014	3	307	393	10,433	4	255	150	396	1,980	8,817	13,311	2,58,134
	4,237	6,164	12,575	3,57,415	510	4,733	4,887	72,990	22	692	320	2,906	4	217	39	600	1	202	9	99	4,774	12,008	17,830	4,34,011
																					6,754	20,825	31,141	6,92,145
1889	1,646	2,712	6,110	1,62,276	353	3,809	4,587	82,204	67	1,595	1,287	14,896	5	440	484	12,131	1	106	2	600	2,072	8,662	12,470	2,72,107
	4,891	6,892	15,150	4,19,055	609	5,934	7,375	67,935	31	1,048	692	20,057	5	337	181	1,624	.	...	...	..	5,536	14,211	23,398	5,08,671
																					7,508	22,873	35,868	7,80,778
1890	1,831	3,117	6,322	1,70,643	547	4,391	5,548	81,486	97	1,479	1,577	20,785	7	738	647	11,174	1	420	36	39	2,483	10,145	14,127	2,84,127
	5,396	7,129	15,427	4,81,737	627	6,004	5,270	80,009	39	1,324	719	10,053	5	304	59	660	.				6,067	14,761	21,475	5,72,468
																					8,550	24,906	35,602	8,56,595
1891	1,847	3,038	6,730	1,72,693	493	4,575	5,602	80,110	71	1,073	1,190	13,577	3	206	335	9,200		.			2,414	8,892	13,857	2,75,580
	6,264	8,294	7,333	3,01,658	624	5,893	6,089	68,716	38	1,318	735	7,325	5	309	219	645	...	.	..		6,931	15,814	14,376	3,78,344
																					9,345	24,706	28,233	6,53,924

NOTE.—The upper line of figures for each year gives the mortgages by agriculturists to non-agriculturists; the lower line the mortgages by agriculturists to agriculturists

As in the case of sales the numbers show a marked though irregular tendency to increase; but in other respects the contrast between the figures of the four districts is striking. In Satara the agricultural mortgagees are more than twice as numerous as the non-agricultural, and they hold the bulk of the land mortgaged; in Sholapur the number of mortgages and as a rule the area mortgaged to agriculturists exceed the number and area in the case of non-agriculturists; in the other two districts both in number and area the non-agriculturists have a large advantage. Again in Sholapur the mortgages are fewer than the sales; in Ahmednagar the mortgages are nearly twice as numerous; in Satara nearly three times; and in Poona more than three times. In all four districts the bulk of the mortgages are of the smaller areas, and in the case of those areas the mortgages to agriculturists are proportionately more numerous.

(c) Simple mortgages

14. The details of simple mortgages will be found in Statement C.

C.

POONA DISTRICT.

Mortgages of agricultural land without possession.

Year.	Under 5 acres.				Under 25 acres.				Under 50 acres.				Under 100 acres.				Above 100 acres.				Total.			
	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.
			R	R			R	R			R	R			R	R			R	R			R	R
1883	194	358	539	16,417	89	1,038	756	10,049	26	913	509	3,972	...	...	...	...	...	...	...	...	309	2,309	1,904	30,378
	104	210	221	15,162	59	636	529	8,419	11	487	209	1,312	...	...	...	...	...	...	...	...	174	1,333	959	24,893
																					483	3,642	2,863	45,271
1884	210	458	596	16,471	139	1,680	1,218	15,549	37	1,240	685	4,471	11	709	293	1,664	...	...	...	...	397	4,087	2,792	38,155
	138	244	258	7,858	100	1,288	989	9,518	20	675	404	1,672	7	431	326	2,282	1	219	125	1,500	266	2,857	2,102	22,830
																					663	6,944	4,892	60,985
1885	238	446	572	17,537	205	3,071	2,095	25,164	63	2,190	1,112	10,848	21	1,447	540	4,587	2	259	87	650	523	7,413	4,406	58,786
	163	365	474	13,938	110	1,434	1,127	12,392	37	946	509	3,727	2	132	32	470	...	...	...	...	312	2,877	2,142	30,527
																					835	10,290	6,548	89,313
1886	257	526	626	19,247	192	2,156	1,660	26,104	50	1,585	1,046	6,671	10	719	376	2,295	...	...	...	...	509	4,986	3,708	54,317
	200	443	514	13,869	120	1,393	926	10,424	36	1,004	649	4,357	6	339	148	675	...	...	...	...	362	3,179	2,237	29,315
																					871	8,365	5,945	83,632
1887	417	871	1,210	41,448	266	3,331	2,945	26,254	74	2,467	1,349	9,146	11	792	283	1,572	...	...	...	...	768	7,451	5,787	78,420
	262	604	638	16,912	129	1,509	1,149	11,125	45	1,243	617	3,624	6	343	124	457	...	...	...	...	442	3,699	2,528	32,118
																					1,210	11,150	8,315	1,10,538
1888	488	988	1,171	55,694	399	4,763	3,547	34,201	146	5,207	2,817	14,291	24	1,524	760	4,245	4	572	277	1,675	1,061	13,054	7,772	1,10,106
	287	661	739	28,590	190	2,266	1,778	18,046	27	833	466	3,212	8	462	199	744	...	...	...	...	712	4,222	3,182	50,592
																					1,773	17,276	10,954	1,60,698
1889	619	1,366	2,024	42,654	697	8,734	5,555	51,786	251	8,449	4,304	27,394	38	2,547	1,081	8,136	3	326	145	1,400	1,608	21,422	13,109	1,31,370
	411	856	851	12,328	262	3,008	2,133	24,350	56	1,705	833	3,990	6	375	150	471	1	181	37	999	736	6,075	4,004	42,138
																					2,344	27,497	17,113	1,73,508
1890	701	1,580	2,513	44,329	636	7,826	5,471	55,638	164	6,162	2,833	17,545	25	1,410	669	5,036	2	217	168	1,100	1,528	17,195	11,654	1,23,648
	376	794	955	25,001	253	2,920	2,083	22,696	75	2,523	1,296	7,782	8	533	134	1,518	2	267	67	700	714	7,037	4,535	57,697
																					2,242	24,232	16,189	1,81,345
1891	867	1,917	2,340	66,732	762	9,898	7,406	73,063	180	6,114	3,016	22,457	31	1,906	906	6,325	4	508	227	2,238	1,844	19,062	13,736	1,68,977
	490	1,372	1,178	14,124	346	3,857	3,014	31,064	73	2,365	1,053	8,365	8	558	186	1,280	2	227	68	400	919	8,529	5,499	55,233
																					2,763	27,641	19,235	2,24,210

NOTE.—The upper row of figures for each year gives the mortgages by agriculturists to non-agriculturists; the lower row the mortgages by agriculturists to agriculturists.

C.

AHMEDNAGAR DISTRICT.

Mortgages of agricultural land without possession.

Year.	Under 5 acres.				Under 25 acres.				Under 50 acres.				Under 100 acres.				Above 100 acres.				Total.			
	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.
			R	R			R	R			R	R			R	R			R	R			R	R
1883 . . مئم	34	78	100	1,795	67	955	657	8,618	26	934	511	5,645	2	122	59	1,125	...	...	...	...	129	2,089	1,327	17,183
مئم	10	19	27	475	15	322	242	1,686	1	29	23	220	1	50	21	50	...	...	...	...	27	420	413	2,231
																					156	2,509	1,740	19,414
1884 . . مئم	41	143	120	2,958	125	1,636	1,218	11,417	33	1,049	577	3,681	9	531	176	820	...	...	...	...	208	3,359	2,091	18,876
مئم	12	27	26	825	34	437	327	2,471	5	176	80	291	1	60	14	76	...	...	...	...	52	700	447	3,663
																					260	4,059	2,538	22,539
1885 . . مئم	85	199	229	4,709	194	1,935	2,051	19,980	82	2,772	1,476	10,560	18	1,106	603	5,307	3	405	212	450	382	6,417	4,571	41,006
مئم	17	40	57	1,019	66	952	939	7,776	10	347	248	1,215	4	230	171	2,187	...	...	...	...	97	1,569	1,415	12,197
																					479	7,986	5,986	53,203
1886 . . مئم	65	208	207	4,524	144	1,998	2,400	13,708	48	1,620	960	4,890	6	312	211	1,925	...	...	...	...	263	4,138	3,778	25,048
مئم	13	34	28	962	42	641	688	4,316	12	378	244	1,190	3	160	40	130	...	...	...	...	50	1,213	1,000	6,598
																					313	5,351	4,778	31,946
1887 . . مئم	112	278	387	7,380	277	3,738	3,074	22,009	65	2,146	1,455	7,621	12	760	488	2,932	2	340	166	699	468	7,262	5,570	40,641
مئم	17	50	60	1,031	59	939	798	5,171	8	247	172	918	1	55	8	50	...	...	...	...	85	1,291	1,038	7,120
																					553	8,553	6,608	47,811
1888 . . مئم	201	520	596	13,063	484	6,962	5,392	36,558	105	3,409	1,946	10,105	16	1,085	502	2,033	3	380	125	530	809	12,356	8,561	62,289
مئم	36	81	104	2,549	131	1,812	1,555	9,986	14	466	275	1,606	4	258	60	288	...	...	...	...	185	2,6[illegible]	1,994	14,429
																					994	15,003	10,555	76,718
1889 . . مئم	217	565	651	14,462	698	9,455	6,942	50,854	153	4,834	2,666	14,640	40	2,545	1,259	9,230	2	211	110	298	1,090	17,610	11,628	89,484
مئم	47	118	145	2,518	140	2,004	1,841	7,188	17	502	330	1,388	1	55	20	99	...	...	...	...	205	2,679	2,336	11,188
																					1,295	20,289	13,964	1,00,672
1890 . . مئم	297	747	897	19,277	786	10,951	7,985	67,206	180	5,632	3,195	17,939	43	2,263	1,142	6,632	3	605	162	574	1,309	20,198	13,381	1,01,568
مئم	61	176	240	5,606	132	1,804	1,578	10,420	20	650	492	4,057	...	...	...	...	...	...	...	...	213	2,630	2,310	20,083
																					1,522	22,828	15,691	1,21,651
1891 . . مئم	270	705	874	15,105	931	12,368	9,867	71,791	185	6,076	3,692	25,402	33	1,950	1,171	4,647	6	709	667	3,458	1,425	21,808	16,261	1,20,403
مئم	81	221	244	5,076	188	2,480	2,094	15,093	34	1,061	648	5,607	3	165	68	400	...	...	...	...	206	3,927	3,054	26,176
																					1,631	25,735	19,315	1,46,579

NOTE.—The upper line of figures in each year shows the mortgages by agriculturists to non-agriculturists; the lower line the mortgages by agriculturists to agriculturists.

C.

SHOLAPUR DISTRICT.

Mortgages of agricultural land without possession.

Year.	Under 5 acres.				Under 25 acres.				Under 50 acres.				Under 100 acres.				Above 100 acres.				Total.			
	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.	Number of deeds.	Area in acres.	Assessment.	Amount secured.
			₹	₹			₹	₹			₹	₹			₹	₹			₹	₹			₹	₹
1883	11	28	49	935	28	386	267	2,362	12	418	305	1,779	6	384	130	910	...	...	...	...	57	1,216	751	5,986
	7	12	14	545	28	338	273	1,530	14	483	190	1,104	3	174	60	300	...	...	...	...	52	1,007	537	3,479
																					109	2,223	1,288	9,465
1884	13	38	41	2,762	53	631	368	6,242	35	1,240	540	3,678	6	412	243	1,807	...	...	...	...	107	2,321	1,192	14,489
	15	43	37	1,224	41	584	350	6,313	13	449	197	1,468	4	234	100	1,025	...	...	...	...	73	1,310	684	10,030
																					180	3,631	1,876	24,519
1885	23	62	57	1,512	109	1,593	1,067	42,171	61	2,090	1,190	8,450	10	599	199	1,874	3	422	101	675	206	4,766	2,614	54,682
	16	36	37	739	80	1,132	832	6,215	29	894	459	2,520	6	352	128	1,333	...	...	...	...	131	2,414	1,456	10,807
																					337	7,180	4,070	65,489
1886	24	59	62	1,900	105	1,547	1,056	9,702	65	2,103	1,004	5,897	12	860	433	2,044	2	353	61	350	208	4,922	2,616	19,893
	18	46	48	1,209	58	823	432	7,211	25	830	395	3,211	...	301	117	763	...	...	...	...	105	2,000	992	12,394
																					313	6,922	3,608	32,287
1887	30	85	84	2,198	185	2,892	1,684	16,433	89	2,955	1,488	11,001	17	1,263	716	3,394	2	247	342	223	323	7,042	4,314	33,246
	34	94	78	2,151	81	1,232	717	6,405	45	1,552	816	4,012	4	243	106	340	...	...	...	...	164	3,121	1,717	12,908
																					487	10,163	6,031	46,154
1888	54	153	172	4,333	269	4,197	2,208	21,438	147	5,185	2,328	17,282	23	1,578	685	2,400	1	126	60	100	494	11,239	5,453	45,552
	45	126	103	2,653	130	1,955	1,009	8,826	51	1,575	731	4,164	6	361	125	378	2	442	94	780	234	4,459	2,062	16,801
																					728	15,698	7,515	62,353
1889	65	159	488	3,835	303	4,362	2,508	26,174	126	4,170	1,996	11,364	26	1,782	621	4,381	2	248	52	399	522	10,721	5,668	46,153
	49	122	123	3,238	137	1,867	1,017	8,772	60	2,080	930	5,946	7	417	197	960	2	239	60	900	255	4,725	2,327	19,816
																					777	15,446	7,992	65,969
1890	68	184	162	3,839	294	4,536	3,504	24,112	123	5,955	2,904	23,335	32	2,213	910	5,700	4	476	154	1,599	521	13,364	6,634	58,585
	37	97	81	2,264	160	2,441	2,330	11,473	67	2,206	903	5,186	5	281	95	660	1	107	28	150	270	5,132	3,437	19,733
																					791	18,496	10,071	78,318
1891	112	246	297	6,438	312	4,354	2,425	27,611	154	5,193	2,304	35,384	33	2,039	824	10,032	3	329	88	1,450	614	12,161	5,938	80,915
	69	166	161	4,044	187	2,775	1,501	15,163	80	2,640	1,039	7,158	13	810	222	902	1	114	18	95	350	6,505	2,941	27,362
																					964	18,666	8,879	1,08,277

NOTE.—The upper row of figures for each year gives the mortgages by agriculturists to non-agriculturists; the lower row the mortgages by agriculturists to agriculturists.

C.

SATARA DISTRICT.

Mortgages of agricultural land without possession.

Year.	Under 5 acres.				Under 25 acres.				Under 50 acres.				Under 100 acres.				Above 100 acres.				Total.			
	Number of deeds.	Area in acres.	Assessment.	Sum secured.	Number of deeds.	Area in acres.	Assessment.	Sum secured.	Number of deeds.	Area in acres.	Assessment.	Sum secured.	Number of deeds.	Area in acres.	Assessment.	Sum secured.	Number of deeds.	Area in acres.	Assessment.	Sum secured.	Number of deeds.	Area in acres.	Assessment.	Sum secured.
			R	R			R	R			R	R			R	R			R	R			R	R
1883	725	1,116	2,811	68,481	184	1,975	9,002	26,893	15	594	281	1,865	8	525	155	1,474	1	194	43	49	933	4,404	12,292	98,762
	586	952	2,298	38,588	126	1,294	1,324	11,084	15	303	178	1,291	2	130	32	124	...	...	...	....	729	2,679	3,832	51,087
																					1,662	7,083	16,124	1,49,849
1884	693	1,339	3,606	69,186	262	2,702	3,849	51,478	35	1,178	1,006	8,856	5	338	138	1,678	1	154	69	700	996	5,711	8,668	1,31,898
	840	1,456	3,480	61,921	222	2,108	2,613	23,687	17	535	243	1,721	7	503	175	1,443	...	...	...	...	1,086	4,602	6,511	88,772
																					2,082	10,313	15,179	2,30,670
1885	1,064	1,777	4,630	1,03,290	340	9,083	4,542	60,172	39	1,388	918	8,034	8	562	268	2,215	3	631	772	6,500	1,454	13,441	11,130	1,80,211
	1,141	1,894	4,750	93,105	283	2,931	3,645	38,132	29	957	364	4,332	4	215	45	476	...	...	...	...	1,457	5,997	8,304	1,36,044
																					2,911	19,438	19,434	3,16,255
1886	1,254	2,267	5,528	1,12,630	451	4,667	5,940	69,565	45	1,570	944	10,124	17	1,077	345	3,597	1	323	76	360	1,768	9,904	12,833	1,96,276
	1,371	2,323	5,458	1,11,888	313	3,442	3,954	52,647	24	766	458	3,306	4	304	79	940	1	300	681	9,500	1,713	7,135	10,630	1,78,278
																					3,481	17,039	23,463	3,74,554
1887	1,663	2,799	6,782	1,33,814	423	4,391	5,832	59,0[illegible]	85	2,051	1,467	10,763	12	798	470	2,623	3	398	105	700	2,186	10,437	14,656	2,06,914
	1,554	2,631	6,193	1,12,979	313	3,061	3,311	32,257	36	1,151	565	2,941	5	330	67	375	...	...	...	...	1,908	6,963	10,136	1,48,552
																					4,094	17,400	24,792	3,55,466
1888	1,196	3,448	8,027	1,64,391	555	5,698	6,240	74,046	57	1,915	1,073	10,133	10	694	216	1,957	4	563	316	772	1,822	12,318	15,872	2,51,299
	2,008	3,992	7,905	1,52,087	445	4,254	4,411	43,176	38	1,287	469	3,588	2	111	19	375	...	...	...	...	2,493	9,644	12,404	1,99,226
																					4,315	21,962	28,276	4,50,525
1889	2,237	3,716	8,960	1,78,301	649	6,907	7,485	85,685	83	2,920	1,148	9,769	13	856	232	1,674	...	...	...	...	2,982	14,399	17,825	2,75,429
	2,665	4,193	9,544	1,79,191	459	4,448	4,401	43,544	40	1,244	626	3,432	10	607	160	1,150	1	265	689	5,000	3,175	10,757	15,420	2,32,317
																					6,157	25,156	33,245	5,10,746
1890	2,771	4,464	10,056	2,08,147	739	8,839	8,748	63,006	96	3,234	1,174	10,358	22	550	473	5,713	2	666	116	599	3,630	18,753	20,597	2,87,823
	3,048	4,699	10,551	2,15,397	566	5,471	5,513	52,602	46	1,578	660	4,702	3	183	37	359	1	126	29	750	3,664	12,057	16,790	2,73,810
																					7,294	30,810	37,387	5,61,633
1891	3,222	5,198	12,205	1,48,861	749	7,896	8,497	36,743	95	3,482	1,651	13,389	15	971	212	1,148	3	353	77	349	4,084	17,900	22,642	2,00,490
	3,199	4,836	11,252	2,29,949	540	5,501	5,814	50,060	38	1,371	436	4,006	13	562	283	1,612	...	...	...	..	3,790	12,270	17,785	2,85,627
																					7,874	30,170	40,427	4,86,117

NOTE.—The upper line of figures for each year gives the mortgages by agriculturists to non-agriculturists; the lower line the mortgages by agriculturists to agriculturists.

As in the case of sales, and of mortgages with possession, the increase, though irregular, has been marked. As might naturally be expected, the bulk of the mortgagees are non-agriculturists. Perhaps the most striking feature of the statement is the evidence it affords of the growing popularity of simple mortgages as compared with mortgages with possession; though both have increased in numbers, the increase in the case of simple mortgages has been proportionately much greater. From the evidence recorded in Appendix I it would appear that this growing preference is largely owing to those provisions of the Act which enable the Court, in the case of mortgages with possession, in spite of an agreement to assign the profits in lieu of interest, to take an account of profits received.

Causes of the increase of mortgage debt.

15. There is no reason to doubt that a good deal of this increase of mortgage (as distinguished from other) debt is due to the working of that portion of section 22 of the Act which exempts land, unless specifically pledged, from sale in execution of money decrees. Under the old law a ryot's land was liable for his money debts; and it naturally followed that, when this law was altered, some ryots, who would otherwise have been able to borrow on bond or account, had no option but to do without borrowing or to specifically pledge their land. The general result of this alteration of the law will be discussed further on; but one effect unquestionably was an increase in the number of mortgages.

There are unfortunately no statistics available to show to what extent mortgagors have actually redeemed their lands by discharging the mortgage debts.

Improved Administration of Justice.

16. The particular provisions of the Act, which were designed to improve judicial procedure and render it more efficient, will be considered in Part II of this Report. One general charge brought by the Riots Commission against the then existing system was that the Subordinate Judges were overworked, and had not time to investigate cases properly and to weigh evidence; and this charge was practically admitted by the Bombay Government to be well founded.* The way in which many cases were at that time decided has been described by an experienced Bombay Judge as a "travesty of justice;" and, in his evidence before the Commission, Dr. A. D. Pollen, Judge of Poona, thus described the procedure followed :—

* No 2202, dated 6th April 1877, paragraph 9.

> Before the Act came into force, I have been in Courts where the Judge has disposed of fifty or sixty suits on bonds in about an hour. The Judge merely asked the defendant whether the signature to the bond was his, and that being admitted, the Judge would at once pass a decree, whether there was any defence or not.

Among the measures adopted to remedy this condition of affairs were (*a*) an increase in the number of Subordinate Judges; and (*b*) the establishment of a Court in every "taluqa."† In order to bring the Courts still nearer the homes of the people, the experiment was tried of making the Courts peripatetic. This scheme was, however, not found to answer and was soon abandoned; and the Commission do not recommend a further trial of it. In some "taluqas" there was not enough work to occupy the full time of a Judge; and as old claims became exhausted and the additional work imposed on the Courts by the Act decreased, the number of these "taluqas" became greater.‡ To meet these cases a system of linked Courts was adopted under which the

† The Commission understand that there are in reality 36 Courts for 37 taluqas.

‡ The number of Subordinate Judges, which was 34 in 1886, was only 26 in 1891.

same Judge divided his time between two or more Courts. The question of maintaining this system is so entirely one of local administration that the Commission hesitate to offer any opinion on it. The evils to be guarded against are—(1) the danger of cases being hurried through, so that they may be disposed of by a particular date; and (2) the waste of time if the work in one of the Courts is not enough to occupy the time set apart for it. No complaints have, however, been made against the system, and it doubtless affords some convenience to parties who reside at a great distance from ordinary head-quarters.

Cost of working the Act.

17. In paragraph 25 of his Report Mr. Woodburn* estimated the net extra cost of working the Act (including the deficit under Village Registration, and exemptions from court-fees and process-fees) in the four districts at R1,42,740. In a subsequent letter (No. 289, dated 16th August 1890), the Special Judge impugned the accuracy of these figures, and put the net extra cost at R75,000 only. There appears, however, to be some error in Mr. Ranade's calculation, as even with the corrections made by him the amount comes to R1,06,485.[1]

* Mr. Woodburn was appointed in 1888 to inquire into the working of the Act.

Neither of these calculations appears entirely satisfactory. It seems fair enough to debit to the Act the net cost of the Special Establishment provided for by it, but it seems unfair to debit it with the cost incurred by increasing the ordinary Judicial Establishment, or the loss caused by the remission or reduction of fees. The existing judicial establishment was confessedly inadequate, and must have been strengthened in any case; while the reduction of fees was an administrative measure adopted on grounds of public policy.

The actual gross and net cost of the Special Establishment provided by the Act will be found in Statements XXXI, XXXIV, and XXXV of Appendix IV. The net cost of the Village Registration system was, in 1890, about R13,000. The average cost of the Special Judicial Establishment for the three years 1888 to 1890 was about R55,000, and the average receipts for the two years 1890-91 were about R9,500. Taking these figures as normal, the net cost comes to about R57,500.

The total receipts and expenditure of the Subordinate Courts in the four districts are given in Statements XXXVI and XXXVII. In 1890 the excess of expenditure over receipts was R62,403. These figures taken together show, as far as they go,† that the net cost to Government of administering Civil Justice in the four districts is about R1,20,000.

† Apparently they do not include some at least of the expenditure on buildings, or any share of the cost of the District Appellate Courts.

The changes which the Commission recommend in the provisions of the Act will be found in Part II of this Report; what the financial effect of

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[1] Note.—The details of the calculations are as follows:—

Mr. Woodburn.	R	Mr. Ranade.	R
(1) Cost of the Special Judge and his Assistants	42,884	(1)	42,384
(2) Cost of the Village Munsifs and Conciliators	10,503	(2) Omitted as covered by receipts (R12,121)	
(3) Deficit in the Village Registration Department	26,627	(3)	13,000
(4) Cost of Additional Subordinate Courts	41,901	(4)	31,000
(5) Loss on account of exemptions from court and process-fees	32,926	(5) R19,601, *i.e.*, omitting suits under clauses (*a*) and (*s*), section 3	19,601
Total	1,54,861		1,06,485
(6) Deduct certain receipts from Village Munsifs' and Conciliators' Courts	12,121	(6) Must be omitted, as the amount has already been credited against (2).	
Net cost	1,42,740		

Apparently Mr. Ranade in his calculation omitted No. (5) altogether, and deducted No. (6) twice over.

thos changes (if adopted) will be they are unable to say. The local authorities alone are in a position to know what establishment is really required for the efficient administration of Civil Justice; and how the cost of that establishment is to be met is for them to settle in consultation with the Financial Department.

Objections to the Act.

18. Before proceeding to consider in detail the various provisions of the Act, the Commission desire to notice certain objections of a general nature that have been advanced by the opponents of the measure. Most of these objections are of a very serious character, and, if found to be substantiated by the facts, would constitute a grave indictment against the policy adopted in 1879.

(a) Impaired credit.

One charge frequently brought against the Act is that it has extinguished, or at least seriously impaired, the credit of the ryot; and it was prophesied with some confidence that though, in consequence of a run of fair seasons following the commencement of the Act, the ryot was able to dispense for the time with the aid of the sahukar, he (the ryot) was living in a fool's paradise, and one bad year would prove his ruin.

It was anticipated by the framers of the Act that its provisions would check unsound credit; this expectation has to a large extent been realised, but the Commission have failed to obtain any satisfactory proof that the credit of solvent ryots has suffered in any way. The evidence recorded in Appendix I shows conclusively that the great majority of ryots can borrow freely. Probably, however, the best evidence on this point is that afforded by the character of the revenue collections. The average Deccan ryot is not a man of capital, nor is the outturn from his land a constant quantity. If credit were generally impaired, some difficulty in collecting the revenue must inevitably be experienced. Yet the revenue is now generally admitted to be collected with greater ease than formerly.

It is still perhaps too early to express any opinion as to the effects of the Act on the people during the present trying year; but the experience of an unfavourable season is not altogether wanting. In reply to one of the questions framed by the Commission, Mr. A. Keyser, late Collector of Poona, and an officer of exceptional experience of the Deccan, wrote as follows:—

> I believe it to be as easy for a ryot to borrow as ever it was, and that this year of scarcity will prove it. I will cite a personal experience I have often related. In the year 1882 I was Collector of Ahmednagar. The early (kharif) crops in the Kopargaon taluqa' were unusually extensive and heavy. Unfortunately they were destroyed by locusts. The people were despondent, and said that owing to the Relief Act they would never be able to borrow to sow the same fields with late crops. A few weeks later I rode over the same country, and found it a sheet of sprouting jawâri and gram. So far as I can ascertain, sahukars and ryots are too interdependent on each other for business relations to suffer more than a temporary dislocation by any legislation, however drastic in its nature.

Men of no credit must of course suffer in bad years, but it is a mistake to think that the sahukar supported such men in times of difficulty. In the famine they had to emigrate and shift for themselves, and the Act has not placed them in any worse position than they were in before.

The same objection has also been urged in a less sweeping form—that the Act checks the more simple and ordinary credit transactions by means of which the daily business of the country is carried on, and that a higher form of

security for loans is now demanded. The first part of this objection does not appear to be borne out by the facts. One striking result of the Act is the encouragement it has given to loans on account. It would appear from the Report of the Riots Commission that an account current was then "hardly known." Now such accounts seem in the case of the majority of borrowers to be a common mode of transacting business when the amounts concerned are not too large. As to the second part of the objection, it was only natural to expect that when land was exempted from attachment and sale, unless specifically pledged, creditors would endeavour to obtain some security for advances made; and in several of the villages examined by the Commission it was asserted that money could no longer be obtained except on the security of a mortgage or by a sale of land. Further inquiries, however, elicited in every case that this assertion went beyond the facts; and that such security was only insisted on in the case of borrowers whose credit, owing to poverty or some other cause, was low.

(b) Restriction of business and injury to commercial activity.

19. The facilities for the recovery of debt offered by the Civil Courts had called into existence, before the Act was passed, an inferior class of money-lenders dealing at exorbitant rates of interest with the lower strata of the agricultural poor.* This class of sahukars had increased very considerably during the decade preceding 1875;† but the decline in prosperity which followed the close of the American War, and the completion of the Great Indian Peninsula Railway, seriously curtailed their dealings, and the Riots Commission found that business had been reduced to the lowest level for some time past.‡ It seems scarcely probable that any extensive revival of these speculative transactions could have taken place during the famine or the short period of depression which intervened between the close of the famine and the commencement of the Act.

* Report of the Deccan Riots Commission, paragraph 56.

† Report of the Deccan Riots Commission, paragraph 63.

‡ Report of the Deccan Riots Commission, paragraph 73.

The Riots Commission foresaw that any limitation of the powers of recovering claims, or any obstacles in the way of unfair dealing, would inevitably lead to the restriction of business to its legitimate limits; the worst class of borrowers would be unable to borrow, while sound business would be unaffected. This expectation has been fulfilled, and the evidence recorded in Appendix I shows that one effect of the Act has been to make the sahukars more cautious in lending to men of doubtful credit, and the ryots reluctant to borrow where their land has to be pledged in security. The speculative business, whose revival has thus been checked, probably was, as some sahukars naïvely admitted,* the most profitable; but it is generally conceded by the people themselves that legitimate dealings, *i.e.*, dealings with men of good credit, have not been curtailed in any way, and there is no evidence whatever of any injury to commercial activity. The capital thus set free found a more suitable outlet in shop-keeping, grain dealing, and investments in land.

* Appendix I, page 45, column (1).

(c) Injustice to the money-lender—
(1) by practically debarring him from resort to the Court owing to the difficulty of recovering sums decreed.

20. The introduction of the Act was marked by a very great decrease in the number of suits instituted,* and though in subsequent years the number of suits was greater, it was and is still far below that in any of the preceding nine years. The Riots Commission foresaw that a reduction in speculative lending would lead to a reduction of litigation; and the provisions

* Appendix IV, Statement I.

of the Act relating to conciliation, Village Munsifs, and limitation doubtless contributed in some measure to the same result. Throughout their inquiries, however, the Commission failed to obtain any evidence of reluctance on the part of sahukars to resort to the Courts merely on account of the provisions of the Act, and while many of the money-lenders examined complained of losses caused by the famine and the riots, the losses directly attributed to the Act were very few.

At the same time it must be admitted that the Act in its original shape, by exempting standing crops from attachment and sale, undoubtedly left, in the case of some of the poorer ryots who had no movable property beyond their plough cattle and implements of husbandry, nothing against which creditors could proceed. This defect, however, was soon detected, and was remedied by Act XXIII of 1886, which rendered standing crops liable to attachment and sale. The grounds on which the land was exempted from sale in execution of money-decrees were stated in the speech with which Sir T. (then the Honourable Mr.) Hope introduced the Bill. If the loans were not originally advanced on the understanding that the land was pledged in security, there was clearly no injustice in exempting by legislation the land from sale in execution of decrees for the recovery of such loans.

21. Whether the revision of contracts, with a view to the equitable reduction of unduly inflated claims, which the Act aimed at, is an injustice to the creditors, is open to argument. Doubtless some creditors, disappointed in their expectation of obtaining the same redress as formerly under the ordinary law, regarded the new procedure as unjust; and from an examination of the records of cases decided under the Act, there is reason to believe that some of the Courts were influenced, partly by the preamble to the Act, and partly by sympathy with poverty, in the debtor's favour when exercising the discretion allowed by certain sections of the law. A common instance of this tendency was the almost universal refusal to allow future interest when the amount decreed was made payable in instalments. This refusal must have operated harshly in the case of petty money-lenders trading on borrowed capital. But it is not the case that every reduction of a claim constituted, or was even regarded as, an injustice. It is a common custom at all settlements of account for some remission to be granted by the creditor. To a considerable extent, therefore, the Act simply followed a practice observed by the money-lender himself.

(2) by revising inequitable contracts.

22. The evidence collected by the Riots Commission shows that the riots of 1875, and the preceding agrarian outrages, were not mere isolated crimes, but the outcome of embittered relations extending over a considerable period. "Mutual confidence and good will" had "been succeeded by mutual distrust and dislike." Any ill-feeling, therefore, that existed did not originate with the Act, and seems to have disappeared with the establishment of those stricter business relations to which the Act gave rise. In paragraph 17 of his special Report Mr. A. F. Woodburn writes:

(d). Strained relations between sahukar and ryot.

I may here appropriately mention a piece of evidence from my own experience. I served as Assistant Collector in the Ahmednagar district from 1874 to 1878. Before and after the riots of 1875, there was an intensely bitter feeling between the ryots and their sahukars. The subject was an engrossing topic of discussion with every Government Officer who was brought in contact with the people. I returned to the district in 1883 and have served in it for five years as Forest Settlement Officer, visiting every

part of it. The change since former times is very great. The feeling of exasperation and hatred, which in 1874 and 1875 raised a universal chorus of execration against the oppression and extortion of the money-lenders, has entirely died out. I do not mean to imply that sahukars and ryots now contrive to live without subject for contention If one goes in search of information, one can still hear pitiful tales of ryots overreached by money-lenders, and *vice versâ*, but their grievances are not obtruded on one's notice, and the general result is that peace has taken the place of discord.

The experience of the Commission entirely corroborates the account given above of the present relations between the sahukar and ryot. Among other places visited by the Commission was Supa, in the Bhimthadi taluka of the Poona district, where the riots actually commenced; yet neither there nor elsewhere did the Commission discover any satisfactory evidence of embittered class feeling. Probably, however, no better proof of the generally satisfactory relations between both classes is needed than that afforded by the largeness of the numbers of sahukars who continue to do business with the ryots without resorting to the Courts.

(e) Demoralization of the ryot:—

(i) by offering a premium to agrarian crime;

23. Agrarian crimes, which appear to have been not uncommon before the Act was passed, seem now to have ceased. None of the witnesses examined by the Commission was able to remember a single recent instance.

(ii) by discouraging thrift and enterprise by substituting State aid for self-help;

24. The Act has not entirely checked, and was never expected by its framers to entirely check, extravagance and improvidence. Men like some of the ryots of Puranpur [Appendix I, page 38, column (2)] (one of whom is ₹4,000 in debt on a revenue-free holding of 31 acres, and another has incurred a debt of ₹500 in four years); or the *kulkarni* of Ashti [page 66, column (2)] (who considered that a man must have a decent wedding at any cost; and that it was not dishonest to borrow beyond his means of repayment, as borrowed money was the property of the borrower); or vendor (1) of Karkamb [page 68, column (2)] (who must get advances, and must cut his throat if the sahukar tells him to do so) are specimens of a class which was certainly not created by the Act, and which no legislation can save. But these are exceptions, and in all the districts there is a considerable amount of evidence to show that thrift and enterprise have been fostered and not discouraged. A notable instance of this encouragement is afforded by the village of Warsinghe [page 60, column (2)], where the people preferred working on the roads to mortgaging their lands.

This conclusion is corroborated by the statistical and other evidence regarding the present agricultural condition of the four districts. There are no statistics in the possession of the Commission to show how the area of cultivation compares with that of 1879; but the comparison, if possible, would hardly be a fair one, as agriculture must have been in a depressed condition in the years immediately following the famine. The figures given in paragraph 31 of Mr. Woodburn's Report, taken with those given in Statement A of Appendix III, show, however, that the cultivated area has increased since 1882-83; and the Collectors of the four districts are unanimous in holding that cultivation is now more careful than it used to be. Irrigation has also extended* in three out of the four districts. The stock returns† are unfortunately useless for purposes of comparison, as those for the earlier years are said

* Appendix III, Statement B.

† Appendix III, Statement C.

to be quite untrustworthy; but the figures for the later years show no general deficiency in agricultural stock. Still more striking is the marked advance which has taken place in the price of agricultural land. At the time of the Riots Commission land generally sold at an under-value; there were few *bonâ fide* sales for cash; and seven years' assessment was a good price for dry crop land, and fifteen or twenty years for irrigated land. The prices now fetched at private sales will be found in Statement A in paragraph 12, *supra;* those fetched at Court sales will be found in Statement II, Appendix V. The objections which are generally supposed* to attach to the value of the evidence afforded by the amounts entered in sale or mortgage deeds, as an index to the value of the land, cannot apply to the prices fetched at Court sales.

* *Cf. Para. 31 of Mr. Woodburn's Report*—The Commission are not disposed to attach much value to the evidence afforded by leases as to the real value of the land, the rents which ex-proprietors and mortgagors agree to pay appear generally to be calculated at so much per cent on the amount of the sale or mortgage money, and not on the quality of the land.

According to the report of the Riots Commission, there was from 1868 to 1874 a marked increase in the difficulty of collecting the revenue, and the area of cultivation had contracted. The above facts, taken with the evidence as to the ease with which the revenue is now realized, indicate a great improvement in the material and moral condition of the agricultural classes.

25. The true explanation of many of the moral qualities of the Mahratta peasant has to be sought for in his history. He is thus described by the Honourable Mountstuart Elphinstone in the "Report on the Territories conquered from the Peshwa":

(iii) by permitting the repudiation of unsecured debt.

> The Mahratta peasantry have some pride in the triumphs of their nation, and some ambition to partake in its military exploits; but although circumstances might turn them into soldiers or robbers, at present their habits are decidedly peaceful. They are sober, frugal, industrious: mild and inoffensive to everybody; and among themselves neither dishonest nor insincere. The faults of their Government have, however, created the corresponding vices in them; its oppression and extortion have taught them dissimulation, mendacity, and fraud, and the insecurity of property has rendered them so careless of the future as to lavish on a marriage, or other ceremony, the savings of years of parsimony. The first class of these vices, though prevalent throughout the whole in their dealings with Government, is more conspicuous among the patels and others who are most brought into contact with their rulers; and the effects of the second are felt in the debts and embarrassments in which the whole of the agricultural population is plunged.

These evil influences disappeared with British rule, but fresh and probably equally potent causes of demoralization took their place, and the Riots Commission did not overstate the case when they said that there was a strong concurrent opinion that the relations of the sahukar and ryot had been productive of considerable demoralization of the latter. The Government of Bombay shared this view—

> It is to be noted that the present state of the law is having its natural result on the ryot also, who is rapidly becoming demoralized, and given to tender false pleas and deny genuine obligations..... (No. 2202, dated 6th April 1877).

Even at that time, however, the ordinary Kunbi debtor did not often repudiate his debts; and there is no reason to believe that such repudiation has become commoner under the Act. Instances of false defences are, unfortunately, not unknown; but it must be remembered that only a small minority of the ryots ever come into Court, and those who do come are as a rule the poorest and worst of the class. The evidence recorded in Appendix I indicates,

on the part of the majority of indebted ryots, a creditable anxiety to meet their liabilities, and there is something almost pathetic in the life-long struggle with a burden of accumulated debt* which some of them undertake—if not cheerfully, at any rate without complaint. Nor can it be said that this conduct is always prompted by fear of the Courts. In some of the cases at any rate both parties were fully conscious that the obligation was simply one of honour.†

* *Cf.* Appendix I, page 50 (2), 63 (2), 68 (2), 73 (2).

† Appendix I, page 46, at foot of col. (1).

26. One of the many unfortunate results of agricultural indebtedness noticed by the Riots Commission was that it prevented the cultivators "from making efforts to improve the outturn of their land." That the Act has not operated to continue this check, the following extract from the replies of Mr. A. Keyser, C.S., will sufficiently show :—

(f) Check to land improvement.

No statistics are kept of wells dug by private capital. Every revision survey shows a large increase in wells, but it cannot be ascertained if they were dug during the last decade. From personal observation I should say that more capital has been applied to improving land during the last decade than in either of the two previous ones, or than in the two combined, and I have been told that the increase of expenditure in land improvement is very marked. The present year is one of scarcity. I think the failure of crops is more severe than any year within my experience (extending over twenty-seven seasons), excepting that of 1876-77. Yet, or rather on this account, well-sinking is, independently of that defrayed from "tagai" advances, being carried on with unusual activity all over the district; and in the Khed taluqa especially, where no "tagai" had up to that date been advanced, the reverberations of blasting operations reached my ear continuously throughout the day in nearly every camp I was in.

PART II.

Detailed provisions of the Act.

27. The second portion of the inquiries which the Commission were directed to make involves a consideration of the various provisions of the Act, with a view to determining not merely how far they have approved themselves by experience in the Deccan, but how far they are capable of extension to other provinces where the problem of agricultural indebtedness, with its attendant evils and dangers, demands consideration. It will, perhaps, be most convenient if the various provisions which call for notice are discussed, as far as possible, in the order in which they occur in the Act.

Definition of "agriculturist."

28. The attention of the Commission was called by several of the witnesses examined to certain cases in which the benefits of the Act had been extended by the Courts either to persons who were not *bonâ fide* agriculturists at all, or who, though in fact agriculturists, should not in equity have been entitled to those privileges.

As instances of the first objection, there were quoted to the Commission two cases,* in one of which a "pearl merchant," and in the other the agent of a foreign prince, were held to be agriculturists under the Act. Two instances* were also quoted of the second objection. One of these was an action arising out of a case of arson in which the judgment-creditor was unable to recover from an agriculturist the damages awarded, as the judgment-debtor had no property but land, and under the Act land was exempt from attachment and sale. The second, which had a similar result, was an action against an agriculturist for breach of a contract not connected with agriculture. In addition to these instances, the Commission came across, in the course of their examination of records, a number of cases in which an equity of redemption, after several assignments—some of the assignees being non-agriculturists—finally came into the hands of an agriculturist, who sued for and obtained redemption on the favourable terms allowed by the Act.

* The original records were not examined, as the names of the parties and dates of the decisions were not given.

On the other hand, it has been urged that the definition is unduly narrow, and that it should be widened so as to include—

(*a*) persons who cultivate through members of their families;

(*b*) members of an agricultural family absent on service, *e.g.*, military employ: such persons would probably not be held to come under "*Explanation*" (*a*) appended to the first rule under section 2; and

(*c*) persons following pastoral pursuits.

On the whole, it appears to the Commission that, so far at least as the Deccan is concerned, the present definition is probably as satisfactory as it can be made. The cases of hardship, whether from undue inclusion or undue exclusion, appear to be very rare; and the alterations which the Commission have recommended in certain parts of the Act† will render the possibility of hardship still more unlikely. It must also be remembered that, in the case of many of the provisions of the Act, a discretion is allowed to the Court to deal with each case on its merits in an equitable manner.

† *e.g.*, as to limitation, the retrospective interference with agreements in mortgags that profits are to be taken in lieu of interest, the attachment of crops, etc.

At the same time the Commission are of opinion that section 73 of the Act should be repealed. The way in which that section is worded, as compared with the wording of section 10, appears to have raised a doubt, which does not seem to have been definitely settled, as to whether even the Special Judge has power to revise the finding of the Court of first instance as to the status of any party. This question of status may be a most important one, and its judicial determination should be safeguarded in the same way as that of other questions of fact.

It is possible that if the Act, or any of its provisions, is ever applied to other provinces, some alteration of the definition may be found advisable with reference to local circumstances. The Commission are not sufficiently acquainted with the circumstances of other provinces to be in a position to say what the alterations should be. The local authorities will be in the best position to decide the question when it arises.

29. This chapter purports to invest all Subordinate Judges in the four districts "with what are termed Small Cause Court "powers, but enlarged so as to include mortgage "cases of the class in which agriculturists are so commonly involved.". As a matter of fact, however, there is no real Small Cause Court procedure under the chapter, and some of its provisions are open to objection on principle, while others have failed to commend themselves in practice.

Chapter II.

The leading principles of true Small Cause jurisdiction are summary procedure and finality of decision; and the condition obviously necessary for the safe application of these principles is the restriction of the jurisdiction to—

(*a*) certain courts selected on account of their superior fitness;

(*b*) certain classes of cases of a comparatively simple nature; and

(*c*) cases of small value,

Under Chapter II the first of these principles, that of summary procedure, is largely curtailed; for sections 12—13 of the Act, which prescribe an elaborate method of investigation and of account-taking in certain classes of cases, apply to all cases of those kinds, including cases falling under Chapter II. The second principle also—that of finality of decision—is banished altogether; for though section 10 lays down that no appeal shall lie from any decree or order passed in any suit to which the chapter applies, Chapter VII practically gives every party in every suit an appeal, though under another name.

It will hardly be contended by any one that the special jurisdiction conferred by Chapter II could be entrusted to the ordinary Judges without a careful system, if not of superintendence, at any rate of revision as provided by Chapter VII; and the question arises whether this special procedure, safeguarded by revision, possesses any advantages over that afforded by the ordinary law.

Under section 3, clause (3), in cases of a certain value it is open to the parties to choose whether they will have their cases decided under Chapter II or under the ordinary law. From the figures given in Statement III of Appendix IV it will be seen that during the three years 1888 to 1890 (for which alone statistics are available) the election in 1,380 cases was in favour of the Act, and in 1,330 cases in favour of the ordinary law. Taken by themselves these figures

would seem to indicate a slight preference for the procedure of the Act, and the majority of the later reports of the Special Judge speak of "a growing appreciation" of that system; but the figures only give a part of the case. The Commission believe that a reduced scale of fees is levied in the case of suits dealt with under the Act. Viewed in this light the figures show that, in spite of the pecuniary inducement to the contrary, in nearly one-half of the total number of cases affected one or both of the parties prefer the ordinary procedure.

The main differences between the system of revision and the system of appeal are—

(*a*) the party applying for revision is not obliged to present the application in person or by authorized agent;

(*b*) a revisional court can revise decrees and orders "*suo motu*;" and

(*c*) a revisional court is not bound to dismiss an application for revision if the applicant does not appear, or to hear the parties at all.

Where there is only one superior court for a large area—and that court has no fixed places and dates of sitting—the strict appellate procedure prescribed by the Civil Procedure Code could not be imposed without risk of serious inconvenience and injustice to parties. So long, then, as one itinerant superior court is retained some modification of the ordinary appellate procedure on the lines of (*a*) and (*c*) (as above) is essential. On general grounds the policy of interfering with judicial decisions, except on the application of a party affected thereby, is open to question; but the argument in favour of (*b*) is that when a novel and important law, which confers, moreover, considerable discretionary powers on the courts, is introduced among an ignorant and unintelligent community, it is desirable to invest the supervising authority with full powers of revision in order to secure not merely justice to the parties in individual cases, but reasonable uniformity of procedure and interpretation. From the figures given in column 6 of Statement XXX, Appendix IV, it will be seen that in the earlier years of the Act this power of revision without application was freely exercised. Even in those years, however, the records indicate on the part of the Special Judge considerable reluctance to interfere—even where an apparent failure of justice had taken place—where neither of the parties had applied for revision. This reluctance was most marked in cases where any time had elapsed since the date of the original decree. During the five years from 1886 to 1890 the total number of cases in which the power was exercised was only 35. The natural inference is that this provision has now served its purpose, and that its retention is no longer necessary.

The Commission have examined a large number of the records of cases disposed of by the Special Judge in the exercise of the power of revision, and can speak with confidence of the great care and ability with which that power was exercised. The objections to the present system are, however, that it does not fully secure to the parties the right and opportunity of being heard; that it introduces a dual system of judicial administration which leads occasionally to inconvenience and even injustice;* and that it involves a great loss of power. In addition to the examination of the record of each case under revision by the Special Judge, it appears to have been usual in many cases to call for the opinion of the special Subordinate Judge. The following figures show

* *Cf.* the case of Babaji *versus* Babaji (I. L. R., Bombay, Vol. XV, page 650).

in how many cases during the last five years the same application was practically heard twice over :—

1887	250	cases.
1888	361	,,
1889	318	,,
1890	297	,,
1891*	235	,,

* The figures for 1891 are taken from an advance copy of the Report for that year with which the Special Judge has favoured the Commission.

On the whole, then, though it must be admitted that the procedure of revision is somewhat more simple than that of appeal, and originally possessed certain other advantages in the case under discussion, the objections to that system appear to outweigh the advantages, and there is no sufficient reason why the ordinary law of appeal should not now be restored in the Deccan.

If this conclusion is accepted, some restoration of ordinary Small Cause Court jurisdiction, which appears † to be barred by section 6 of the Act, must take place. To what extent this jurisdiction should be restored will be for the Local Government to decide; but the Commission consider that in no case to which the provisions of sections 12 and 13 of the present Act are applied should the Court exercise Small Cause Court powers.

30. The classification of suits given in this section requires revision. Suits in which non-agriculturists alone are concerned are out of place in an Act intended solely for the benefit of agriculturists, and should be omitted. Whether any general classification is required at all or not will depend on the shape into which the law is finally thrown. Some of the provisions of the law which the Commission desire to retain refer to all suits in which agriculturists are concerned, others refer to specified classes only. How the distinction should be shown is merely a question of drafting.

Section 3.

31. This clause appears to have been intended to secure the rapid disposal of suits in the interests of the parties. From the figures given in Statement IV, Appendix IV, it will be seen that during six years from 1885 to 1890 out of 61,771 suits, in which the summons was issued for final disposal at first hearing, only 27,121 (or less than half) were actually so disposed of. This number appears to be made up chiefly of admitted, dismissed or compromised cases. In some cases the defendant fails to appear at first hearing; in others, though both parties appear, they are not fully aware of the nature of the claim or defence, and an adjournment becomes necessary. It follows that in many cases one party or other (but generally the plaintiff) is put to much unnecessary inconvenience and expense in producing his evidence at the first hearing. In the interests of the public, therefore, the clause should be repealed.

Section 7, clause (1).

32. This clause renders it incumbent on the courts, in every suit falling under Chapter II, to examine the defendant as a witness unless, for reasons to be recorded in writing, it deems the examination unnecessary. It has been objected to this provision that it is a hardship to compel a defendant to appear when he does not wish to do so, as the only reason why he fails to appear is that he has no defence to make. Further objections that have been advanced are that the rule demoralises defendants by encouraging them to make false defences, and that it enables creditors to harass agriculturist

Section 7, clause (2).

† The Commission understand that this is the interpretation of section 6. If this view is correct, there appears to be an error in the latest edition of the Act published by the Legislative Department. The reference should apparently be to section 16 (not to section 15) of Act IX of 1887.

debtors and subject them to loss by dragging them to court at a time when agricultural operations demand their presence on the land.

The Commission are satisfied from the evidence of the numerous judicial officers consulted that this last objection is quite unfounded. There appears to be no tendency on the part of creditors to harass their debtors in this way; and the practice of the courts would defeat any such attempts if they were made. Dates are not generally fixed in the Deccan Courts when the plaint is filed; the case is first entered in a "*sine die*" list, and it is impossible for the plaintiff to foretell how long it will remain there. The courts also to some extent consult the convenience of the defendant when issuing process.

The examination of the records of the courts has shown that in a considerable number of cases the securing by compulsion of the attendance of the defendant has resulted in the establishment of a good defence; and there is a mass of evidence to show that there are other causes, besides the want of a case, which make an ignorant and inexperienced people reluctant to appear in court. The argument founded on the alleged hardship of the rule appears to be rather far-fetched. There is now, it is understood, a court in every "taluqa," and there is no more hardship in compelling a defendant to appear in civil than in petty criminal cases. As already remarked, cases of false defences are unfortunately not unknown; and one of the arguments addressed to the Commission in favour of arbitration courts was that "outside the ordinary courts you get at the whole truth, but inside them you hear any amount of lies."* But the Commission are unable to see any necessary connection between compelling a witness to appear and encouraging him not to tell the truth. Even, however, if individual cases of hardship or of false denials of true claims were established, they would not affect the principles on which the law is based. If in the public interest (on the ground that the ryot is frequently unable to discern his own interest, or understand the nature and consequences of contracts into which he has entered) it is to be incumbent on the court to make a full investigation into every case (of certain specified kinds) brought before it, and if the court is to exercise a proper discretion in fixing the instalments† by which sums decreed are to be paid, it is absolutely necessary for the court to examine the defendant as to the case and his circumstances.

* The witness probably had in his mind the saying—"It is a breach of faith to tell a lie in the village, or the truth in a court."

† *Vide* paragraph 49, *infra*.

In two respects, however, the law requires alteration. In the first place, it should be made applicable to agriculturists' suits generally, and not merely to those under Chapter II. In the second place, the expense of enforcing the attendance of the defendant should not, as at present, be thrown on the plaintiff. If the defendant fails to obey the first summons, the court should proceed—unless it deems the appearance of the defendant unnecessary—to enforce its own process without further expense to the plaintiff.

Section 66 of the Civil Procedure Code does not meet the necessities of the case. The discretion given by it is too wide. Nor would the provision suggested in the Resolution appointing the Commission—to empower the Local Government to direct the courts to require in certain cases the attendance of the defendant—be sufficient. Where the provisions of the Relief Act are applied the examination of the defendant is necessary, and there should, as far as possible, be no discretion in the matter. The Commission would,

however, be glad to see the attendance of defendants in ordinary litigation enforced much more frequently than it is. There are of course practical difficulties in the way, but the general principle of law should be that it is the duty of the court to exert itself to ascertain the truth, and for this purpose, in the less advanced parts of the country at any rate, a thorough examination of the parties is generally necessary.

Section 8.

33. There is no object in retaining this section. Provided that it is incumbent on the court to thoroughly examine both parties, the filing of a written statement can do no harm. Such statements are often of much assistance to a court in the case of nervous or unintelligent parties. It should, however, be made clear that the filing of a written statement by a party does not render the examination of that party unnecessary.

Section 9.

34. The figures given in Statement VII, Appendix IV, show that during the six years, from 1885 to 1890, the powers conferred by this section were only exercised in 111 cases out of a total number of 4,451. All the judicial officers examined were of opinion that the powers could seldom be exercised with safety in contested cases. The section appears to be of little practical value, and should be repealed.

Chapter III.

35. In the earlier part of this report the Commission have indicated the general results of the working of Chapter III of the Act, and have discussed the various arguments for and against its general principles which have been advanced from time to time. A careful consideration of its various details is, however, necessary with a view to determining whether some amendments are not desirable in order to secure greater efficiency, more ease in working, and a better administration of justice.

Section 11.

36. This provision, like that contained in the second clause of section 7, is a necessary condition to the proper working of the principles of the Act, and should be retained.

Sections 12 and 13.

37. The number of cases to which these sections were applied during the ten years from 1881 to 1890 will be found in Statement XIV, Appendix IV. Out of 57,268 cases, to which the provisions of those sections were applicable, only 24,304 were contested, and in only 12,568 of these was the past history investigated. The number of cases so inquired into was naturally greatest during the earlier years of the Act, and as the old claims became exhausted, the number of such cases largely decreased. In 1891 it fell to 466. During the last three years (1889 to 1891) the average annual number per court was only 14.

Section 12 purports to apply only to cases of the kinds specified where the amount of the claim is disputed or admitted. It does not therefore cover the common case where a defendant admits, or is not prepared to deny, the existence of a debt, but is ignorant of its proper amount. This, however, was probably a mere oversight in drafting, and, as a matter of fact, the section has always been applied to such cases. The Commission consider that the principle of the section—*i.e.*, the obligatory inquiry into the past history with a view to (*a*) ascertaining whether the contract is valid or legally void or voidable, and (*b*) taking a proper account—is sound, and should be maintained; but the inquiry should be confined to the facts, so far as they may be ascertainable, and should not be supplemented by assumptions where evidence of fact fails; and where a claim is admitted, and the court is satisfied that the admission is true and has

* Especially in the case of inherited debt.

been made with a full knowledge of the relief which the court is entitled to grant, it should be incumbent on the court to accept the admission. Compromises should be safeguarded in the same way as admissions. Arbitration agreements should be saved as in the existing section.

38. Section 13 prescribes a particular manner of taking an account "notwithstanding any agreement between the parties . . . as to allowing compound "interest, or setting off the profits of mortgaged property without an account "in lieu of interest, or otherwise determining the manner of taking the "account."

Agreements to take profits without an account in lieu of interest.

The question of compound interest, and of the fairness of the prescribed method of account-taking, will be discussed further on; but the Commission consider that the policy of setting aside with retrospective effect agreements to take the profits of mortgaged property without an account in lieu of interest deserves serious reconsideration.

Mortgage contracts of the kind in question may have been burdensome to the mortgagor originally, or they may, though perfectly fair at first, have become burdensome owing to the operation of causes independent of the mortgagee. It was expected by the framers of the Act that the power given to the court of revising these contracts with retrospective effect would enable a large number of mortgagors to recover their lands on easier terms than under the ordinary law.

Report of the Deccan Riots Commission, para. 70.

In favour of this policy it must be admitted that, previous to the commencement of the Act, "instances of the redemption of mortgage were almost unknown."* How far the expectations entertained by its advocates have been realized will be seen from the following extract from the report of the Special Judge for 1891 :—

Statement F has been prepared with a view to show the total results of redemption suits disposed of during the last twelve years. It will be seen from that statement that in all 16,445 suits were disposed of since the commencement of the Act. Claims were rejected in 1,999, or 12 per cent., cases, and withdrawn or dismissed in 4,816, or nearly 29 per cent. cases. Out of the balance of 9,630, or 59 per cent. of suits disposed of, in 2,183 cases, or nearly 22 per cent. of the balance, redemption was decreed without payment, and the value of the claim in these suits was ₹4,27,252. In 3,597 cases, or nearly 37 per cent. cases of the balance, claims valued at ₹12,29,051 were settled at ₹7,28,618. In 3,062 cases, or nearly 32 per cent. cases of the balance, claims valued at ₹9,23,449 were decreed in full. In 788, or 8 per cent., cases in which the value was ₹1,27,011, arrangements were made for the liquidation of the debt by enjoyment of the land for a term of years. In all redemption claims to the extent of 27 lakhs of rupees were settled at nearly 18 lakhs. During the same period the conciliators settled 3,357 claims (*vide* Appendix G) of a total value of 9 lakhs of rupees at nearly 7¾ lakhs of rupees. The mortgage debt thus settled in the course of the last twelve years comes to a total of 36 lakhs of rupees, and the settlement was made at 25 lakhs of rupees.

STATEMENT F.

Statement showing the number of Redemption Suits filed and disposed of, with particulars as to disposals, in the Subordinate Judge's Courts in the four Districts of Poona, Satara, Ahmednagar, and Sholapur, during the twelve years (from 1880 to 1891).

Districts.	Number of suits filed.	Number of suits disposed of.	Special particulars as to disposals.												
			Number of decrees directing redemption without any payment.	Amount of principal mortgage debt in such cases.	Number of decrees directing redemption on partial payment.	Amount of principal mortgage debt in such cases.	Amount of actual award in such cases.	Number of decrees directing redemption on payment in full.	Amount of principal mortgage debt in such cases.	Number of decrees directing satisfaction of debt by enjoyment of land for a term of years.	Amount of mortgage debt in such cases.	Number of decrees in which instalments were allowed.	Number of contested claims wholly rejected.	Number of suits disposed of by dismissal, withdrawal or otherwise in which no decree is passed.	Remarks.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
				R a. p.		R a. p.	R a. p.		R a. p.		R a. p.				
Poona	3,066	2,873	287	67,167 2 11	575	2,94,952 6 0	1,89,714 6 3	671	2,78,699 15 0	36	12,926 0 0	483	299	1,005	
Satara	8,930	8,635	1,157	2,15,815 6 4	2,228	6,56,786 9 9	3,64,543 2 9	1,556	4,15,204 3 10	541	69,368 11 0	1,660	944	2,209	
Ahmednagar . .	2,907	2,734	472	83,445 11 7	467	1,47,414 12 0	86,109 6 5	495	1,25,631 15 9	122	29,373 8 0	541	343	835	
Sholapur . . .	2,502	2,203	267	60,823 14 10	327	1,29,897 9 8	88,251 5 5	340	1,03,913 7 6	89	15,343 10 0	386	413	767	
Total .	17,405	16,445	2,183	4,27,252 3 8	3,597	12,29,051 5 5	7,28,618 4 10	3,062	9,23,449 10 1	788	1,27,011 13 0	3,076	1,999	4,816	

Some of these suits would probably have been instituted under the ordinary law; and in cases in which redemption was decreed, subject to the payment of the whole or a part of the mortgage debt, there is nothing to show to what extent the mortgagor managed to discharge the debt and recover his property; but after full allowance has been made for these considerations, there can be no question that a large number of mortgagors have been enabled to recover their land by these provisions of the Act.

In some of the earlier cases decided under the Act the Commission found that the taking of an account resulted in a larger amount being found to be due, and a decree being given for a larger sum than the original mortgage debt. This procedure was stopped by the Special Judge, who appears to have ruled that in no case could a larger sum than the original mortgage debt be decreed. Whether this ruling was correct or not need not now be discussed; but the *retrospective* operation of the law has had certain indirect effects, and its enforcement is beset with certain difficulties which, in the opinion of the Commission, render a modification of the law desirable.

Mortgage agreements assigning profits without an account in lieu of interest are not only very common, but are highly convenient to an illiterate and ignorant people. The mortgagee has no trouble with accounts, and no temptation to cheat; while the mortgagor knows that—practically no matter what may happen—the amount of his debt is not accumulating against him. The effect of the law has been to curtail to some extent* this popular and convenient form of transfer. In so far as it has substituted simple for usufructuary mortgages there has probably been no loss or inconvenience to the mortgagor; but in many places it has had the disastrous result of encouraging the substitution of what are in form at any rate out-and-out sales, the sale being accompanied by a verbal promise, on the part of the vendee, to reconvey the property on repayment of the purchase-money, and the vendor being generally continued in occupation of the land as tenant-at-will. It appears from paragraph 32 of Mr. Woodburn's report that such sales are not unknown in districts outside the Deccan; but that they have greatly increased owing to the Act will be gathered from the evidence recorded in Appendix I. To such lengths is the practice carried that the Commission came across one case in which a ryot had sold a field in order to raise enough money to dig a well in it!

* The extent has been exaggerated. See the statement in paragraph 41, *infra*.

In some instances the promise to reconvey is loyally kept. Some money-lenders regard money so invested as merely out on loan;† and in one case, which came under notice, the money-lender resold the land to the original vendor, although a third party offered a higher price.‡ The ryots, however, are perfectly aware that their only hope of recovery lies in the good will and good faith of the vendee, and the instances are not uncommon where the promise is repudiated or not kept. The money-lenders of *Tembhurni*, a large village in the Sholapur district, probably represented the prevailing feeling of the trade when they "declined to say whether sahukars consider such agreements binding and observe them or not. All depends on "circumstances, *i. e.*, upon the sahukar himself and his wishes at the time. "Some sahukars do, and some do not, keep such promises. It is not honest to "break promises; but a sahukar who broke such a promise would not be "held in reprobation by his fellows."

† *Cf.* Appendix I, page I, col. (2).

‡ Appendix I, page 13, col. (2).

In a few of these cases which have come into court the so-called vendor has been able to prove that the transaction was a mortgage, and not a sale. Such rulings have had a beneficial effect, but presumably are only possible in very peculiar cases. Where the amount paid fairly represents the sale value of the property, the vendor may not be seriously injured where the vendee repudiates the verbal promise to reconvey. It is not always, however, that the vendor wants so large a sum as the full value of the property; and as he is bound to pay interest on what he receives, either in the confessed form of interest or in the disguise of rent, it is naturally to his advantage to limit the amount of the advance as much as possible. In proportion, however, as the sum advanced is reduced, the greater is the temptation to the sahukar to treat the transaction as a regular sale.

With regard to the difficulty of working the present law the Commission are satisfied, not merely from the evidence given by the Judges themselves, but from an examination of a large number of decided cases, that past profits cannot, in the Deccan at any rate, be calculated with any reasonable certainty of accuracy. Dr. Pollen's opinion on this point may be quoted:—"Ascertaining "the profits of mortgaged land is, for anything but a short period, purely a "guess; but probably a guess not far off the mark. It is extremely difficult to "estimate profits over a series of years." In very few cases is an account of the profits kept by the mortgagee, or is any direct evidence (*e.g.*, that of rents received) available to show what the profits were. In the absence of any such direct evidence it is obviously impossible for the courts to ascertain the profits of each individual year; and the courts were thus in nearly every case reduced to framing conjectural estimates of the *average annual profits*. In some cases these profits were calculated on the basis of the assessment. In the Deccan, where the assessment admittedly bears no fixed ratio to the economic rent, this method of calculating profits can hardly be considered satisfactory. In other cases the court simply struck a mean between the hopelessly divergent estimates of the parties or their witnesses. But perhaps the commonest method adopted was to direct a local inquiry, and to be guided by the result. Even when the so-called average profits were ascertained, the procedure followed was not uniform; for some courts made further allowances for exceptionally bad years, while others did not.

The defects of such a system of administering justice are obvious. The cause of the failure does not lie in the courts, which appear to have spared no pains to ascertain the truth, but in the nature of the task. Not only would an apparently immaterial change in the estimate effect an enormous difference in the result of mortgages of old date,* but the application of any average estimate, no matter how correctly made, must operate unjustly to one party or the other according as the earlier years of the mortgage were bad or good.

* In his evidence before the Commission Dr. Pollen stated that a difference of only a rupee or two in an estimate of average profits might make a difference of nearly ₹1,000 in an account running for thirty years.

In defence of the law it may be urged that the difficulty in which the courts are placed by it is no greater than in ordinary suits for mesne profits. The answer to this, however, is that the party against whom mesne profits are decreed is presumably a trespasser; and it is the duty of the court, as far as possible, to reimburse the opposite party for the losses caused by the trespass. No such duty exists in the case of a mortgagee.

The figures given in Statement II, Appendix IV, show that the numbers of suits for redemption annually instituted during the last five years were considerably smaller than in the five preceding years. In 1891, however, the institutions rose to 792. While, therefore, the Commission are unable to hold that old claims for redemption have been entirely exhausted, they consider that the time has arrived for repealing the retrospective provisions of the present law. Courts should, however, be empowered in certain circumstances to revise, with prospective effect, all such contracts where they are found to be oppressive. The making of a railway, the introduction of canal or tank irrigation, or a rise in prices, may render the conditions of such a contract wholly unreasonable and afford fair grounds for equitable revision by the court. Theoretically, in such cases, where the profits are high, the mortgagor should be in a position to redeem the mortgage by borrowing on the security of the profits from a third party; but, practically, this is seldom done; and it may be feared that many mortgagors cannot—especially where the mortgagee has local influence and declines to come to terms—find in their narrow social or financial circle any one able or willing to advance them the requisite amount.

For these reasons the Commission consider that the courts should have power, on the application of the mortgagor, to ascertain what the annual net profits of the mortgaged property are, and where the profits appear unreasonably high to direct that the mortgage debt shall be discharged by continuing the mortgagee in possession for such further period as will enable him to recover from the profits the amount of the mortgage debt with reasonable interest. This form of relief, which is already well established in the Deccan and is popular with both parties, is probably the most suitable that can be adopted. To leave the mortgagee in possession, and to make him account for profits, is a method suitable only to cases where the mortgagees are sufficiently literate to keep accounts or receive the profits in the form of rent. There are obvious objections to reducing the mortgagee's security by (1) leaving him a part of the property only, or (2) by ousting him altogether, and restoring the mortgagor to possession subject to the future repayment of the debt.

A relief decree of this description while it continues in force should of course be held to bar any other suit for the redemption of the same property.

It may be argued that this power of revision should be extended to cases where the contract is found to be burdensome to the mortgagee. The Commission consider, however, that the necessity or desirability of this extension has not been established, and that there is no sufficient reason for holding that the provisions of the ordinary law are insufficient for the protection of the mortgagee.

Compound interest.

39. It has already been observed (paragraph 8) that clause (*d*) of section 13 has been interpreted as entirely or practically prohibiting compound interest. The total abolition of compound interest in the case of loans to agriculturists has been advocated by some officers whose opinion cannot fail to carry great weight; but it appears to the Commission that if compound interest is prohibited by law the necessary result (where the law of *dám-dupat* is in force) will be either that both parties will collude to evade the law by fraud, or creditors will be forced into court in self-defence, even when they would otherwise have been willing to give their debtors further time. It is certainly desirable to encourage, as far as possible, prompt settlements of accounts in order to prevent accumulations of debt. But

to a person in the circumstances of a Deccan ryot an unfavourable season at the critical moment may render a prompt settlement impossible, and his only alternatives should not be an evasion of the law or serious loss. For these reasons it appears necessary to allow the courts to accept not merely conversions of, but also agreements to convert, accumulated interest into principal, where such conversions or agreements are, under the circumstances of the case, fair; and this, so far at least as actual conversions are concerned, was apparently the intention of the framers of clause (*d*). The fact that, in spite of the apparently clear terms of that clause, the intention of its framers has been misunderstood, shows how necessary it is that these discretionary powers should be clearly described. If the wording of the clause is inverted, and the court is directed to accept such conversions or agreements, unless it deems them unreasonable, the result will probably be that every such agreement or conversion will be accepted. Perhaps, therefore, the best way of putting the law would be to provide that any such conversion or agreement shall not be accepted by the court, if the court, for reasons to be recorded in writing, deems it to be unreasonable; and that in deciding whether it is unreasonable or not the court should consider, *inter alia*, the length of the rests, the rate of interest, and the nature of the security.

Method of account-taking.

40. The method of account-taking prescribed in section 13 is fair; and, except in regard to the total disallowance by the courts of compound interest, no objection has been taken to it. From specimen accounts furnished by the Special Judge the method prescribed by the Act would appear to be slightly more favourable to the creditor than that usually adopted by professional money-lenders; but the Commission have not sufficient acquaintance with native methods of book-keeping to be able to say whether this is the case or not. Clause (*g*), which is based on the Hindu law of *dám-dupat*, acts simply as a check on the undue accumulation of arrears of interest; and, provided the discretion given by clause (*d*) is reasonably exercised, cannot operate injuriously to legitimate lending.

The laying down of a detailed method of account-taking is necessary to secure a correct account. Unless a full and regular debit and credit statement is drawn up mistakes are inevitable. In several of the records of cases examined by the Commission mistakes, sometimes serious, were discovered, and in nearly every case these were due to some neglect of the plain terms of the section. Two not uncommon classes of mistakes may be quoted. Mention has already been made of the common presumption resorted to by the courts that bonds, whose previous history could not be traced, were made up of half principal and half interest. In taking an account in cases in which this presumption is made, one-half of the amount of the bond should be entered in the account of principal, and the other half in the account of interest. But through not drawing up a proper account and entering every item in order, in not a few cases the half debitable as interest was overlooked, and the result sometimes was that the amount finally decreed, even where no repayment had been made, was less than the amount of the original bond, though a decree for the full amount of that bond should have been given under clause (*g*). The other error consisted in not debiting repayments at the time at which they were made. In the case of debts of old standing the repayments were sometimes too small and irregular to prevent the accumulation of arrears of interest above the amount of the original principal debt. In such cases were accounts properly taken, the creditors would be clearly entitled to a decree for double the

amount of the original debt. But some courts, in disregard of the terms of the section, first reduced the total amount of interest claimable by applying clause (*g*), and then, deducting from this amount all the repayments made, passed a decree for the balance.

Even in cases where the history of a debt can be fully ascertained, the taking of an account is sometimes a matter of difficulty. The custom of splitting up debts into several bonds was noticed by the Riots Commission,* and still prevails.† Sometimes, by devise or otherwise, these bonds fall into different hands ; and where only one bond is sued on, the difficulty of taking an account is obvious. The Commission are unable to suggest any uniform method of dealing with such cases. Fortunately they are not common, and when they do occur the courts, as heretofore, will doubtless be able to dispose of them in an equitable manner.

* Report, paragraph 79.

† *Cf.* Appendix I, page 29 (2).

An objection often urged against the provisions of sections 12 and 13 is that it is impossible to take an account where, as often happens when neither party keeps regular accounts, or the debt is an old one and both the original parties are dead, no evidence as to the history of the transaction is in existence ; or where the creditor deliberately suppresses the accounts or produces false ones. Before proceeding to deal with this objection, the Commission think it proper to state that from the evidence given by the judicial officers examined the deliberate suppression of accounts, or the production of false accounts, would appear to be rare, and to be confined to the worst class of money-lenders.

Sections 12 and 13 have been interpreted by some as throwing in every case the burden of proving the history of the transaction on the creditor. It is not within the province of the Commission to discuss the correctness or otherwise of this interpretation ; but there can be no question that any such hard and fast rule must in a number of cases be productive of injustice. It may be fair enough to require a professional money-lender, who keeps regular accounts, to prove the equitable nature of his claim against an ignorant ryot; but where no accounts have been kept, or where the accounts have been destroyed (as in the riots of 1875), or where the two parties are on an equality, the fairness of requiring the creditor in every case to prove the history of the debt may well be questioned. In such cases the court (if satisfied that the creditor is not keeping back material evidence) ought to be empowered to base its decision on such evidence as is available.

In paragraph 38 of the Resolution the opinion of the Commission is asked regarding two draft sections, which it is proposed to insert in the Evidence Act, and which deal with the question of the burden of proof. The Commission do not propose to discuss the exact wording of the proposed sections, but the principles which they desire to see recognized are these—that where the parties to a contract or transaction are not on an equality (as in the case of an intelligent money-lender dealing with an ignorant ryot) the burden of proving not only the good faith of, but also (where it is not admitted) the consideration for, the contract or transaction should rest on the party possessing the advantage. This rule should apply to written as well as to other contracts; and in the case of written contracts the court should be empowered to require the party possessing the advantage to prove the consideration by evidence independent of the document. These principles should be of general application, and should form part of the ordinary law.

The adoption of these principles will facilitate the just working of the special provisions of the Relief Act for going behind the bond, and will not render their retention unnecessary. Claims on old debts are not yet exhausted in the Deccan, and if any change is made in the law fresh accumulations of debt may be encouraged, and the whole problem have to be faced all over again.

Section 14

41. The discretion allowed to the courts by this section in fixing the rate of interest has not been abused to the detriment of the creditor. It has been argued that any interference by the court with the rates of interest agreed on between the parties would only lead to collusive over-statements of the amount of the consideration. No such result appears to have happened, partly because the rates of interest generally allowed (*i.e.*, 12 per cent. on mortgages, and from 18 to 24 per cent. on simple bonds) were liberal; and partly because the rates of discount are said to be fixed by custom, and any departure from the customary rates would lead to loss of business.

It is the opinion of many of the judicial officers examined that these court rates have influenced the market, and have operated to reduce the previous rates. In a country where rates of interest are regulated largely by custom, and not exclusively by supply and demand and security, such a result would not be surprising; but to what extent this result has taken place, or whether it has taken place at all, it is impossible to say with certainty. At the time of the Riots Commission the rate on mortgage security was not uncommonly 24 per cent. and on bonds 37½ per cent. The following table gives details for all mortgages executed during the last nine years in two "taluqas" in each of the districts of Poona, Ahmednagar, Sholapur and Satara.

* Statistics are given for two taluqas in each district only, as the compilation of the returns for the whole districts would have taken up much time.

	Number of decds.	Amount.	Number in which profits were to be taken as interest.	Amount.	Number in which no interest is mentioned.	Amount.	Number at not above 3 per cent.	Amount.	Number at not above 6 per cent.	Amount.	Number at not above 9 per cent.	Amount.	Number at not above 12 per cent.	Amount.	Number at not above 15 per cent.	Amount.	Number at not above 18 per cent.	Amount.	Number at not above 21 per cent.	Amount.	Number at not above 24 per cent.	Amount.	Number at not above 27 per cent.	Amount.	Number at not above 30 per cent.	Amount.	Number at not above 33 per cent.	Amount.	Number at not above 36 per cent.	Amount.	Number at not above 37½ per cent.	Amount.	Number at not above 40 per cent	Number at 48 per cent.	Amount.	Number at 75 per cent.	Amount.
		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R				R
1883	115	35,002	75	13,547	7	2,659	...	...	...	...	2	210	14	2,620	1	50	11	1,724	2	200	31	3,146	9	616	...	...	...	...	...	...	3	230	...	...	...	...
1884	247	50,503	99	25,765	5	3,548	...	...	2	312	3	710	16	4,058	10	980	26	3,197	8	1,230	46	7,597	19	2,393	3	190	...	...	3	240	7	283	...	...	...	...
1885	286	56,671	130	26,263	15	3,905	2	...	2	1,600	3	1,600	22	5,166	13	1,847	28	5,315	8	938	33	5,993	19	1,750	7	945	1	...	1	50	3	86	1	200	...	...
1886	316	51,209	120	21,017	16	1,727	2	...	2	2,750	3	950	26	5,122	10	310	42	7,699	14	1,223	45	4,991	27	2,090	5	250	...	...	5	240	5	240	1	50	...	...
1887	363	56,310	124	19,436	6	475	3	600	3	2,300	4	2,358	55	11,308	11	2,409	35	6,994	5	425	64	5,704	44	3,776	4	200	...	...	6	265	6	265	...	...	...	...
1888	478	57,223	160	20,346	5	397	3	...	3	425	2	196	53	11,001	22	4,017	53	6,885	16	1,267	88	8,142	64	3,722	6	271	...	...	5	219	5	219	1	300	...	...
1889	486	64,358	186	25,776	21	1,855	3	...	3	1,540	4	3,850	43	9,377	14	2,359	43	5,226	13	1,993	76	7,231	69	4,732	5	309	...	...	9	370	9	370	...	...	...	...
1890	543	87,800	195	29,058	13	909	9	...	5	1,207	5	3,400	59	19,446	22	6,274	64	11,489	19	1,993	84	8,351	64	5,307	5	426	...	...	3	130	3	130	1	100	...	...
1891	499	81,996	171	28,290	29	2,918	7	2,583	3	600	41	15,058	23	4,186	44	8,176	25	2,781	62	7,955	90	7,541	2	160	...	...	1	50	1	32	...	...	...	...	...	...

Rates of interest in the Ahmednagar district, taluqas Sheogaon and Newasa.

	Number of deeds.	Amount.	Number in which profits were to be taken as interest.	Amount.	Number in which no interest is mentioned.	Amount.	Number at not more than 3 per cent.	Amount.	Number at not more than 6 per cent.	Amount.	Number at not more than 9 per cent.	Amount.	Number at not more than 12 per cent.	Amount.	Number at not more than 15 per cent.	Amount.	Number at not more than 18 per cent.	Amount.	Number at not more than 21 per cent.	Amount.	Number at not more than 24 per cent.	Amount.	Number at not more than 27 per cent.	Amount.	Number at not more than 30 per cent.	Amount.	Number at not more than 33 per cent.	Amount.	Number at not more than 36 per cent.	Amount.	Number at 37½ per cent.	Amount.	Number at 40 per cent.	Amount.	Number at 48 per cent.	Amount.	Number at 55½ per cent.	Amount.	Number at 63 per cent.	Amount.	Number at 75 per cent.	Amount.
		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R
1883 . .	214	30,147	89	10,430	26	6,914	...	...	1	500	...	...	7	1,425	3	627	19	1,865	1	98	66	6,222	...	...	...	...	...	...	...	...	2	75	...	...	...	...	...	...	...	...	...	...
1884 . .	291	31,462	103	11,783	35	4,087	1	155	1	165	3	599	26	4,182	1	145	18	1,305	2	200	94	8,372	1	25	2	110	...	...	1	50	3	284	...	...	...	...	...	...	...	...	...	...
1885 . .	428	53,826	150	20,367	43	8,597	...	...	...	...	3	639	31	5,260	8	1,578	32	4,242	2	180	149	12,570	...	...	2	45	...	...	3	105	5	248	...	...	...	...	...	...	...	...	...	...
1886 . .	447	44,551	119	12,322	35	5,704	...	...	4	541	6	1,395	32	3,715	...	...	39	4,900	3	251	175	13,809	3	92	8	304	...	...	1	100	15	476	...	...	...	...	...	..	...	...	...	...
1887 . .	520	40,820	135	10,271	42	2,834	...	...	2	199	5	1,346	43	4,583	10	1,244	44	4,106	10	976	201	13,949	3	127	11	491	...	...	1	32	13	662	...	...	...	...	...	...	...	...	...	...
1888 . .	790	57,110	230	17,663	49	3,211	...	...	2	640	5	328	42	3,820	7	585	59	5,013	20	967	334	23,453	5	266	7	212	...	...	...	...	22	851	...	...	...	...	1	6	...	...	1	85
1889 . .	921	75,263	276	20,762	66	5,055	...	...	8	3,854	6	2,095	55	5,805	4	457	50	5,651	12	965	400	28,721	4	112	13	763	1	99	...	...	24	903	...	...	...	...	...	...	...	...	2	87
1890 . .	1,044	86,194	284	28,326	86	5,280	...	...	3	799	1	99	63	6,561	12	1,467	90	7,996	28	1,359	417	30,654	6	252	25	1,154	1	99	1	40	28	1,112	...	...	...	...	...	...	...	...	...	...
1891 . .	1,105	1,03,118	269	27,536	54	6,897	...	...	2	214	5	333	73	6,993	11	2,144	91	8,830	44	3,900	491	43,894	4	186	10	456	...	...	5	195	32	1,702	...	...	11	551	...	...	1	300	1	27

	Number of decds.	Amount.	Number in which profits were taken in lieu of interest.	Amount.	Number in which no interest is mentioned.	Amount.	Number at not more than 3 per cent.	Amount	Number at not more than 6 per cent.	Amount.	Number at not more than 9 per cent.	Amount.	Number at not more than 12 per cent.	Amount.	Number at not more than 15 per cent.	Amount.	Number at not more than 18 per cent.	Amount.	Number at not more than 21 per cent.	Amount.	Number at not more than 24 per cent	Amount.	Number at not more than 27 per cent.	Amount.	Number at not more than 30 per cent.	Amount.	Number at not more than 33 per cent	Amount.	Number at not more than 36 per cent.	Amount.	Number at 37½ per cent.	Amount.	Number at 40 per cent.	Amount.	Number at 48 per cent.	Amount.	Number at 50 per cent.	Amount.	Number at 60 per cent	Amount.	Number at 120 per cent.	Amount.
		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R		R	
1883	1,959	2,57,799	1,651	2,12,088	1	375	...	..	3	175	40	10,765	68	9,640	42	10,534	55	9,284	28	1,546	46	2,712	8	314	11	335	.	.	2	55	3	135	1	21	...	...	...	...	...	...	...	...	...	...
1884	2,338	3,06,050	2,020	2,71,231	1	42	..	..	5	3.3 2	21	2,669	80	11,273	49	5,951	56	5,751	33	1,835	50	3,103	8	240	8	231	...	...	6	262	1	90	...	...	...	...	...	...	...	...	...	...	...
1885	2,976	4,49,729	2,602	4,11,083	3	575	.	.	13	636	26	4,584	85	14,536	43	6,086	66	5,722	33	1,781	73	3,295	10	577	15	674	2	75	1	20	2	32	1	28	1	25	...	...	...	...	...	...	...	...
1886	3,254	4,19,066	2,756	3,70,367	4	1,850	.	.	14	4,987	20	3,575	121	10,856	54	5,164	87	10,842	71	3,888	74	4,743	21	1,358	16	646	2	46	5	288	6	263	...	...	3	185	...	...	...	...	...	...	...	...
1887	3,703	3,67,802	3,005	2,98,512	3	227	1	13	14	1,001	47	12,136	207	20,355	94	7,782	104	14,098	76	5,151	96	5,422	23	915	10	416	1	99	14	932	13	437	...	...	5	304	...	...	...	...	...	...	...	...
1888	4,235	4,41,091	3,516	3,46,850	3	264	1	22	21	11,299	31	2,720	216	35,377	127	16,837	101	7,357	101	9,481	96	7,581	24	1,141	24	1,169	2	50	13	686	8	279	..	...	...	...	...	...	...	...	...	...	...
1889	5,082	5,00,265	4,032	4,09,493	1	32	1	22	6	374	44	6,642	292	32,379	141	15,491	214	15,785	114	8,770	127	6,691	46	1,420	50	2,197	4	259	6	427	7	223	1	30	...	...	...	...	...	...	...	...	...	...
1890	5,288	5,17,917	4,138	4,30,290	3	219	1	21	14	980	54	5,664	266	24,094	179	14,213	189	14,497	101	13,376	184	10,342	15	846	31	1,124	1	51	12	341	16	551	...	...	1	20	...	...	...	...	...	...	1	1,288
1891	5,630	5,75,633	4,237	4,57,385	2	55	1	99	10	645	66	11,958	429	39,814	260	24,636	217	14,754	137	9,513	196	13,558	12	581	29	1,926	1	31	7	199	10	316	2	30	...	...	...	...	1	40	13	99

Rates of interest in the Satara district, talukas Karad and Tasgaon.

	Number of deeds.	Amount.	Number in which profits were taken in lieu of interest.	Amount.	Number in which no interest is mentioned.	Amount.	Number at not above 3 per cent.	Amount.	Number at not above 6 per cent.	Amount.	Number at not above 9 per cent.	Amount.	Number at not above 12 per cent.	Amount.	Number at not above 15 per cent.	Amount.	Number at not above 18 per cent.	Amount.	Number at not above 21 per cent.	Amount.	Number at not above 24 per cent.	Amount.	Number at not above 27 per cent.	Amount.	Number at not above 30 per cent.	Amount.	Number at not above 33 per cent.	Amount.	Number at not above 36 per cent.	Amount.	Number at 37½ per cent.	Amount.
		₹		₹		₹		₹		₹		₹		₹		₹		₹		₹		₹		₹		₹		₹		₹		₹
1883 . .	1,136	1,35,669	622	71,822	78	9,202	1	21	28	11,275	36	5,983	194	23,871	37	4,550	52	3,954	18	1,173	55	3,319	.	125	6	301	...	...	...	...	3	73
1884 . .	1,494	2,04,614	728	94,471	70	8,744	1	120	50	17,079	70	20,027	261	40,890	63	7,903	167	11,361	...	...	68	3,499	14	460	...	...	1	40	...	...	1	20
1885 . .	1,973	2,62,399	1,017	1,34,142	118	12,916	.	2,992	55	15,619	75	16,330	366	52,850	61	9,180	196	13,330	2	211	66	3,983	8	628	4	158	...	...	...	...	1	20
1886 . .	2,207	3,13,080	1,010	1,52,787	96	10,066	4	1,575	53	17,541	97	21,581	467	71,751	82	11,939	280	19,233	3	240	96	6,335	.	...	15	806	...	...	...	...	4	226
1887 . .	2,682	2,94,706	1,173	1,32,143	126	8,427	...	...	47	11,211	122	26,955	590	68,555	155	14,098	346	23,816	2	85	112	9,185	...	...	9	434	...	...	..	...	...	...
1888 . .	2,856	3,08,114	1,189	1,28,169	138	10,959	1	1,900	53	10,484	110	25,791	629	79,144	160	14,671	418	26,581	3	137	144	9,385	. .	...	14	633	...	...	1	99	5	161
1889 . . .	3,497	3,76,450	1,475	1,73,450	134	9,124	2	80	36	8,38[illegible]	115	23,690	775	98,321	224	19,334	540	33,067	4	250	155	8,771	.	.	17	733	8	644	...	...	14	597
1890 . .	4,200	4,39,227	1,588	1,65,801	14	10,044	.	...	65	16,59[illegible]	170	33,920	1,009	1,28,26[illegible]	368	33,915	615	38,940	10	558	197	10,262	2	124	18	542	...	...	...	.	8	260
1891 . .	4,350	4,29,169	1,634	1,67,988	160	11,427	2	149	36	9,551	82	22,647	959	1,15,471	365	34,639	795	49,773	5	309	276	15,997	1	50	28	990	1	22	...	...	6	156

This statement shows that at the present day a rate of 24 per cent. on mortgage security is not uncommon, and even 120 per cent. is not unknown. The rates on bond and account debts recorded in Appendix I show similar variations; but even in such cases 37½ per cent. is the usual limit.

The evidence of the people themselves as to the rates of interest was conflicting; some averred that the rates had risen; some that they were unaltered; some that they had fallen. The truth probably is that the rates depend largely on the state of the market and the nature of the security. There is a considerable body of evidence to show that in later years the competition of capital has increased, and that speculative business has decreased; and the natural inference is that for men of good credit the terms must be somewhat easier than they were.

On the whole, the Commission are of opinion that the principles of section 14 are valuable and should be retained. They should, however, apply to all suits under the Act—not merely to those in which an account is taken under section 13.

The Commission also think that some modification of the terms of section 2 of Act XXVIII of 1855 is desirable. They understand that in one province of India, at any rate, the highest local judicial authority has held that the courts have no equitable power of interference with agreements as to rates of interest. The law should be clear—that agreements to pay interest are voidable on the same grounds as those on which other contracts are voidable; and the Contract Act should be amended so as to include in those grounds the taking of undue advantage of another's simplicity or necessities.

Section 15.

42. The number of cases in which this section has been taken advantage of will be found in Statement XVIII, Appendix IV. The section has been practically a dead letter. The courts appear to have hesitated to force arbitration on unwilling parties, mainly because trustworthy men who would agree to act as arbitrators were seldom available. It is difficult also to see how arbitrators could possibly "ascertain" the facts of an account about which the court was "unable" to satisfy itself. The section might be repealed.

Section 15 A.

43. As a measure for the relief of indebted agriculturists, the first part of this section has worked well and without injustice. In the petty agricultural mortgages of the Deccan, time is probably never of the essence of the contract. But the Commission do not understand the second part of the section. As it stands it appears to be simply declaratory of the ordinary law—that a court can decree redemption subject to a certain payment. The clause can hardly be supposed to mean (though from isolated cases it would appear that certain Subordinate Judges interpreted it in that way) that a court can oust a mortgagee before the mortgage-debt is paid.

The Commission hesitate to recommend the extension of this section to agricultural mortgages generally. It is possible that in other parts of India, where capital is invested on a large scale in mortgage security, time may be of the essence of the contract.

Section 15 B

44. The provisions of this section might with advantage be made part of the ordinary law; but the court should have the same power of varying instalments, on good cause shown, as are recommended below in connection with money decrees.

45. There does not appear to be much practical utility in retaining this section. If the mortgagee is entitled to possession under the terms of a valid contract, there seems no sufficient reason for refusing him this relief. If the defendant merely disputes the amount due, the court must determine the amount under section 12; and the defendant can satisfy the debt by paying the amount, or sue for redemption under the other provisions of the Act.

Section 15 C.

46. No objection can be urged to the provisions of clauses (1) and (2). The objection to clause (3) is that until judgment is pronounced the mortgagor plaintiff cannot in many cases know what the amount remaining unpaid on the mortgage has been held to be; and unless a reasonable time is allowed to elapse between the pronouncing of the judgment and the signing of the decree, he may not be in a position to say whether he can raise the money or not. A premature application for a decree for redemption might thus result in the mortgagor's being foreclosed. To mitigate the harshness of this rule of foreclosure on failure to redeem within the time allowed, the Commission would suggest that it should be incumbent on the court to adjourn the case for a reasonable time after judgment is pronounced, and before the decree is signed, in order to enable the plaintiff to see whether he can raise the money. With this modification the section might be made of general application.

Section 15 D.

47. These sections should be retained; but where the sum decreed is made payable in instalments, reasonable interest should be allowed. The almost universal refusal to grant any interest on instalments was generally complained of by money-lenders, and with justice. The refusal of interest must (as already remarked) have pressed especially heavily on men who traded with borrowed capital.

Sections 16, 17, and 18.

48. All the information given in the reports regarding the working of this section will be found in Statement XIX, Appendix IV. The section has been practically inoperative and might be repealed.

Section 19.

49. The power conferred by this section on the courts—to direct, without the consent of the decree-holder, after the passing of any decree, that the amount shall be payable in instalments—has been assailed by some critics as an unfair concession to the judgment-debtor. This criticism appears to be based on a misapprehension. The section is merely a recognition, to a limited extent, of the principle that a necessary condition to the securing of the proper obedience of orders is that the orders should be in fact capable of fulfilment. If the judgment-debtor is in a position to discharge the debt in a lump sum, he should be made to do so; but, if he has not the means of so paying, it is, in the absence of any further provision of the law dealing with such cases, obviously futile to pass a decree for the immediate realization of the whole sum. Section 210 of the Civil Procedure Code recognizes this principle to a certain extent and gives the court full power, when passing a decree for money, to order that the amount shall be payable by instalments; but once such a decree is passed, the court has no power to order payment by instalments subsequently, except with the consent of the judgment-creditor. Section 20 carries this provision a step further, and dispenses with the consent of the decree-holder; but it has been held that this section authorizes one instalment order

Section 20.

only, and not a series of instalment orders, each one varying the preceding. The only objection to this section which the Commission can see is that it does not go far enough. The way in which decrees can be satisfied depends on the circumstances of the debtor, and a sufficient change in those circumstances fully justifies an alteration in the terms of the decree. Fixed instalments are only suitable in the case of persons with fixed incomes; but in the case of agriculturists whose annual income fluctuates from year to year some power to alter instalments on good cause shown is necessary in the interests of justice. It is clearly out of the question to expect a ryot, whose crops have entirely failed, and whose revenue has had, in consequence, to be remitted or suspended, to be able to satisfy private creditors. On the other hand, the same ryot may in another year have a bumper crop, out of the proceeds of which he may be able to pay more than the instalment due. For these reasons the Commission consider that the court should have at all times power to order payment by instalments, and to vary such instalments according to the circumstances of the judgment-debtor, as ascertained after due examination of both parties and such further inquiry as may be necessary. Where, however, the date of the payment of any sum is postponed, reasonable interest on that amount should be given.

The value of the system of payment by instalments as a means of enabling the creditor to realize his dues is fully recognized by the people themselves not only in the agreements which they come to before conciliators, but in their private settlements. And in Appendix I will be found several instances in which heavy debts have been, or are being, cleared off by this means which the creditor could scarcely have recovered by sale of the debtor's entire property.

It appears to be the custom in the Deccan, when a decree is made payable in instalments, to annex a proviso that on failure to pay one or more instalments the whole amount due under the decree should be recoverable in one sum. This proviso appears to the Commission totally inconsistent with the principle on which instalments should be granted, *i.e.*, the inability of the judgment-debtor to pay the whole amount in one sum; and the Commission can see no justification for imposing, as a punishment for a failure for which in some cases the debtor may not be fairly answerable, an impossible task. They think, therefore, that the practice should be expressly forbidden by law, and that the sole consideration which should regulate the award and the amount of instalments is the circumstances of the debtor.

Another objection sometimes urged to the section is that the courts have abused the discretion given them by making the instalments too small, or spreading them over too long a period. One critic quotes an instance in which a debt of R200 was made payable in annual instalments of R5; but he unintentionally overlooked the fact that the arrangement in question was made in *an agreement before a conciliator*, and not by order of a court. The fact that any creditor was a party to such an agreement is a tolerably fair proof that the debtor was practically insolvent. It must, however, be admitted that in some of the cases examined the courts do not seem to have exercised sufficient care in ordering or apportioning instalments. These defects will, it is hoped, be remedied in time. The principles on which the discretion should be worked are readily intelligible, and the difficulty of applying them properly ought not to be great. Their proper application will not only secure the more effectual execution of decrees, but will prevent, to a considerable extent, the demoralization and the pauperization of the judgment-debtor.

50. The Commission are in favour of the retention of this section. The total prohibition of imprisonment may in a few cases enable a debtor to defraud his creditor by concealing or making away with attachable property, but there is no evidence to show that this result is at all common. On the other hand the general law is insufficient for the protection of such property of the judgment-debtor as is by law exempt from attachment or sale in execution. By section 266, Civil Procedure Code, certain property is exempt from attachment and sale in execution of a decree; but it has been brought to the notice of the Commission that in the Panjab the power of imprisoning debtors has been used as a means of compelling debtors to give up property thus exempted. The amount of this property may be sufficient to enable the debtor to discharge the decree, and the Panjab Courts appear to have held that, under those circumstances, they were not justified (with reference to the terms of section 337A, Civil Procedure Code) in holding that the debtor was "unable to pay the amount of the decree," and in disallowing the application for his imprisonment. If, then, the ordinary law is restored in the Deccan, there is a serious danger that the above interpretation of section 337A may be adopted; and if so, that the highly beneficial objects of section 266, Civil Procedure Code, and of section 22 of the Relief Act will be defeated.

Section 21.

These considerations point to the desirability of some amendment of the general law. The power of imprisonment should not be permitted to be used to defeat the provisions of section 266, Civil Procedure Code. The law should clearly lay down that the possession of property expressly exempt from attachment, or of property which is not liable to attachment and sale without special sanction, should not of itself justify a court in holding that a debtor is able to pay the amount decreed, and in sentencing him to imprisonment in default. Even, however, if this amendment is adopted section 21 of the Relief Act should be allowed to stand. The mere knowledge that a power of imprisonment exists, no matter how circumscribed, or the fact of a change having been made in the law, might undo much of the improvement which the Act has effected in the material and moral condition of the Deccan ryot.

51. The exemption of immovable property other than standing crops from attachment or sale, unless it has been specifically pledged, appears to the Commission not only to be sound in principle but to have had on the whole a most beneficial effect. The difference between the rates of interest usually charged on secured and (so-called) unsecured debt shows clearly that both parties to the contract are aware of the difference in the security. No sensible person would borrow money on a bond at 24 per cent. or more when he could borrow on a mortgage at 12 per cent., unless he thought that the higher rate of interest saved him from liability to lose his land; and the Commission fully accept the argument "that to make "land liable for debts not specifically charged upon it is to import a liability "which was not contemplated by the parties, and that at the time he incurs the "obligation a borrower ought to have clearly presented to him the consequences "which his act may entail."

Section 22, clause (1).

In several of the Annual Reports on the working of the Act the Special Judge has attempted to show that this exemption of the land has not materially affected the results of the execution of decrees, and that the amounts recovered by execution in the Deccan compare not unfavourably with recoveries in the

presidency generally. Whether this is the case or not the Commission are unable to say, as the materials for a proper comparison are not available. To ascertain the actual effects of the law it would be necessary to know how the amounts decreed against and recovered from agriculturists in the four districts compare with the amounts decreed against and recovered from *agriculturists* outside those districts. Even then some allowances would have to be made for local circumstances. Where land fetches a high price the amount recovered by the sale of the land would be correspondingly great; on the other hand, where the selling value of land is small, a properly-worked system of recovery by instalments from the produce of the land would probably be of more benefit to the creditor than a forced sale.

In connection with the execution of decrees the Commission desire to draw attention to the large number of admitted payments out of court. In places such as the Deccan, where the custom of making such payments is so widespread and deep-rooted, the court should have power to take cognizance of such payments, even though not certified under section 258, Civil Procedure Code.

That the law has led to some extension of mortgage debt cannot be doubted; but the extension has been chiefly confined to men of bad or doubtful credit, and it has not entailed any increase of indebtedness, but merely an alteration in the character of the debt, which places the debtor and creditor on practically the same footing as they were on under the ordinary law. On the other hand, there is a great mass of evidence to show that once the terms on which a loan will be granted are made clear to the would-be borrower, he in many cases prefers or contrives to do without the loan rather than pledge his land. This voluntary self-denial is not always submitted to with a good grace, and though many of the complaints made of the difficulty of borrowing, except on the security of the land, proved to be exaggerated, they cannot have been altogether without foundation. Too much weight, however, must not be attached to these petty temporary inconveniences. The striking extent to which the law has encouraged thrift and self-help constitutes its justification.

There are certain kinds of immovable property, the exemption of which, from attachment and sale, even when not specifically pledged, is not necessary for the protection of agriculturists, and which might be made liable to attachment and sale if it is considered desirable to give courts further powers of executing decrees. Instances of such property would be houses not occupied or used by the debtor, and land not required or used for purposes of agriculture or connected with agriculture (*e.g.*, building sites, brick-kilns, etc.). The difficulty, however, would be to frame a definition which would efficiently meet the case, and it is not probable, perhaps, that many agriculturist judgment-debtors in the Deccan have property of the kind described.

The Commission consider that the law regarding the exemption of immovable property from attachment and sale in execution of money-decrees should now be extended to agriculturists in other parts of India—at any rate with prospective effect. The arguments by which its introduction into the Deccan with retrospective effect was justified are given in the speech with which the Honourable Mr. (now Sir T.) Hope introduced the Bill. There may be provinces in India where the circumstances are similar and would justify a similar course, but the Commission are not sufficiently informed to be able to say with any confidence what the circumstances in each province are.

52. Statement XX, Appendix IV, shows the number of applications for the attachment of standing crops and the way in which they were disposed of. The most noticeable features of the statement are (1) that the total number of applications is surprisingly small; (2) that the number of cases in which the judgment-debtor is able to defeat the application by removing the crops is proportionately very large: in 1889 and 1890 it amounted to more than half the total number disposed of; and (3) that where the attachment is effected the judgment-debtor almost invariably satisfies the judgment-creditor, and sale has seldom to be resorted to.

Standing Crops.

In the case of many decrees it may of course happen that the holding is too small, or the crop too poor to make it worth the judgment-creditor's while to apply for attachment; but this fact alone cannot entirely explain the evident unpopularjty of what is theoretically, the most promising and natural way of recovering debts from agriculturists; and the efficacy of attachment, when once it is secured, as a means of recovery shows that if the difficulties attending the process could be removed, a great improvement might be expected in one of the most important branches of judicial administration—the execution of decrees.

The main objections* raised to the present mode of attaching crops are (1) delay on the part of the process-server which enables the judgment-debtor to remove the crop beforehand, (2) sales (fraudulent or otherwise) of standing crop by the judgment-debtor in anticipation of attachment, (3) the expense of watching and harvesting the attached crop, and (4) the low price fetched when the produce is sold by the court. The first of these objections can and ought to be easily dealt with by the court issuing the process. The second ought not to be insuperable; no one is likely to buy standing crops until the harvest is approaching; and, if the judgment-creditor makes his application sufficiently early, the provisions of section 274, Civil Procedure Code, should be sufficient to prevent the crop from being transferred to a third party. The other two objections require more detailed consideration.

Cf. Appendix 1, pages 2 (1), 27 (2), 39 (2), 90 (2), and 91 (2).

The object of exempting land from attachment and sale in execution of money-decrees was to secure to the ryot, as far as possible, a means of subsistence. The land, however, is only of use to the ryot in so far as it enables him to grow crops on it. If, then, all the crops are attached and sold, the land becomes practically valueless to the ryot, and it is essential that some return must be preserved to him if the land is to be tilled at all. Apart from this, when the entire crop is attached, the judgment-debtor's interest therein naturally ceases, and the cost of watching and harvesting the crop must fall on the judgment-creditor, who is seldom in a position to perform these functions economically. For these reasons the Commission recommend that the amount of the standing crop which is liable to attachment should be limited to one-half, and that this half should be sold subject to the payment by the purchaser of the Government revenue due on the crop attached. This is the principle of division between landlord and tenant generally recognized by the people themselves where crop rents prevail; and its adoption appears to promise a ready and practical method of meeting a serious difficulty.

Theoretically, the amount of the produce reserved to the ryot should be so much, and so much only, as is necessary—

(*a*) to supply the ryot with seed-grain and sustenance for himself and his family and to keep up his stock, and

(*b*) to enable him to pay the Government revenue.

In the Deccan, however, it would be difficult to work such a system. With many ryots agriculture is not an exclusive occupation, and many of the holdings are so small that all the produce would not suffice to support the ryot and pay his revenue. In such cases, therefore, there would be no surplus from which the creditor could recover. In the case of big holdings half of the whole produce may be more than the ryot is, on theoretical grounds, entitled to, and the rule may work unfairly to the creditor; but it is unlikely that creditors will have much difficulty in realizing their dues from large holders in other ways.

At present some difference in procedure appears to exist in executing decrees against standing crops. The annual reports would seem to indicate that all such decrees are sent to the Collector for execution; but one Subordinate Judge in his evidence before the Commission said that in his court such decrees were always executed through his own nazir. It is not within the province of the Commission to decide which procedure is in accordance with existing orders, but they think that the procedure should be uniform; and that the most convenient method, and the one most likely to secure a good price, is to execute the decrees through the revenue staff. The transfer to the Collector of the execution of decrees for the sale of land has, the Commission believe, been successful in securing a better price for the land sold; and the Commission anticipate similar good results in the case of sales of crops.

Under the system recommended above the court, on receipt of the application for execution, would issue an injunction in the manner prescribed in section 274, Civil Procedure Code, and transfer the case through the Collector to the mamlatdar. It would still be to the interests of the debtor to take care of the crop, and the creditor would not be compelled in self-defence to incur the cost of the necessary agricultural operations. The attached crop, when sufficiently advanced, would be sold standing by responsible local officers; and there would be none of the danger which the present wasteful system sometimes causes to the Government revenue.

53. The results of working this clause, from which at one time so much seems to have been expected, are not encouraging. Practically the clause has been a dead letter. This is mainly due to the fact that in the Deccan the majority of the holdings are small, and the ryot has no surplus land above what is required for his support, but to some extent—if the evidence can be believed—it is due to ignorance of the law on the part of the judgment-creditors. The law might, however, be allowed to stand; for although there does not appear to be much hope of its general application in the Deccan, it may be of appreciable utility if the Act is extended elsewhere.

Section 22, clause (2).
Statement XXI, Appendix IV.

The other system of management by the Collector, referred to at the top of page 26 of the Resolution, could not, the Commission consider, be satisfactorily worked in the Deccan. The main difficulty lies in ascertaining what the full (*i.e.*, economic), rental in the Deccan is. As to the proportion which the Government assessment bears to the total produce, and to the value of the produce after deducting the cost of production, Mr. A. Keyser, late Collector of Poona, writes—

> This can only be guessed at. Various guesses have been made with the assistance of crop experiments. Our whole survey system is built on elaborate calculations whose real basis is pure assumption or guess-work. The assessment varies from a mere fraction of the gross outturn, and, perhaps, 1 to 5 per cent. of the realizable rent (often ⅓ to ½ the gross outturn) in well-irrigated lands, to probably, taking one year with the other, more than half any margin of profits in bad lands.

Mr. E. C. Ozanne, C.S., though not taking so extreme a view, holds practically the same opinion—

The assessment is not fixed with reference to either the gross produce or the economic rent. The aim of the first survey settlement was to give greater fixity of tenure, to reduce the assessment where it was found oppressively heavy, so as to raise the standard of comfort, and to increase the proportion between the payments on good and poor land. It did not attempt the almost impossible task of ascertaining the net produce of land. It had no basis of customary rents to go on. It did not neglect to study the cultivation and all other factors which regulate the value of land; but it simplified the charges on land, and took care that the gross demand was not excessive, and concentrated its efforts towards distributing that demand as fairly as was possible within the means at its command, and within an expenditure which was necessarily far below that which would be entailed by an accurate valuation of land. It did not value the land, but sought to make as good a comparative valuation as possible. It granted long leases during which in many ways the comparative valuation was modified by neglect on the one hand, and by care and the expenditure of capital on the other. When the leases expired the original valuation was confirmed as far as possible. Experience had shown faults in the old comparative valuation. The differentiation between the best and the poorest land had not been sufficient. Various methods of thus improving on the old valuation had from time to time been devised. The old valuation was, therefore, brought up to the improved standard, without touching the comparative valuation where it had been modified by the neglect or improvement of the occupants. At the same time the enhancement on revision was arbitrarily limited, and the revised assessment is in places far below the figure which can be justified by the increased value of agricultural profits. In others it is quite up to what may be considered as high an assessment as can be paid without lowering the standard of comfort.

It is not difficult to see, then, that the assessment does not bear a constant ratio to the gross produce or to the economic rent.

In order to watch the effect of the assessment, and to bring independent criticism to bear on it, Government has long instituted a system of crop experiments, made by Assistant Collectors, not by Survey Officers. These are annually compiled and presented to Government and to the public. No attempt is made to stifle criticism. The experiments are difficult. They are not systematic enough, because the experimentors have not all equal aptitude or leisure for the work. They are not numerous enough to permit of generalizations.

The inquiries made by the Commission, so far as they go, fully bear out the view that in the Deccan the amount of the assessment cannot be used as a guide to the rental value of the land. An instance—though probably an extreme one—will be found on page 73 (1) of Appendix I, where a holder of land assessed at ₹248 lets out the land at a rent of about ₹2,000.

Under these circumstances the assessment of a full rent would involve in the Deccan a more or less elaborate enquiry into the circumstances of each individual holding, and would throw a very considerable amount of extra work on the executive staff. If the number of holdings to be assessed were at all large—as it probably would be—a special staff would have to be employed; and as the work is not of a kind that could with safety be entrusted to subordinate agency, the extra expenditure would be considerable. A further difficulty in the Deccan would arise from the capriciousness of the seasons. It would be impossible to realize the full rent in a bad year; and remissions or suspensions would have to be made, which would impose on the collecting agency the necessity of keeping a more or less detailed system of accounts. In other parts of India where the amount of the economic rent is known with tolerable accuracy, and where the seasons are more uniform, these difficulties would not exist; but the proposal involves other considerations which appear to render its adoption inexpedient.

The Commission do not attach much weight to the objection that the enhancement of the assessment to the full rental would by itself entail the

strengthening of the collecting staff. So long as the amount assessed does not exceed what the ryot can fairly pay, no extra staff would be required. But there is a good deal of force in the sentimental objection to compelling the executive staff to pose as the bailiffs of a usurious *baniya*. The Commission understand that some capitalists in various parts of India have signified their willingness to lend money to agriculturists at much lower rates of interest than those now charged, provided that their dues are made realizable in the same way as the Government revenue. So far that offer has not been accepted, and the Commission do not recommend its acceptance. But it is obvious that if the powers of Government in realizing its own demands are to be placed at the disposal of private creditors, a large diminution of the existing rates of interest would have to be insisted on. Any forced reduction of this nature might seriously complicate the problem of agricultural credit.

Chapter IV—Insolvency.

54. The information given in the reports as to the working of this chapter is not complete (*vide* Statement XXIV, Appendix IV); but enough is given to show that the chapter has remained practically inoperative. To the reasons which have been assigned for this result the Commission have nothing to add. The result appears to be due partly to the fact that the average ryot has no desire to repudiate liability for debts which he does not deny to be due, and has certain sentimental and practical objections to being declared "*nâdâr*;" partly to ignorance or dread of a novel procedure; and partly to the fact that all deeply involved ryots have either sold or mortgaged all or part of their lands, and have practically nothing to gain under the procedure provided in the chapter. As section 30 stands, an agriculturist who has mortgaged *a portion only of his immovable property*, is liable, on being declared an insolvent, to have his *whole immovable property* either attached for a period not exceeding twenty years or sold outright; and if sold outright the surplus sale-proceeds (above the amount required to satisfy the secured debt), if any, go to meeting the unsecured debt. This may not have been the intention of the drafters of the section; but it is the interpretation which the courts have adopted. It is obvious, therefore, that an insolvent under Chapter IV is much worse off than an ordinary judgment-debtor.

Although, however, Chapter IV has proved inoperative, the retention of a special insolvency procedure in the Relief Act is necessary. Unless such a procedure is provided the Commission apprehend that the provisions of Chapter XX of the Civil Procedure Code may, to a considerable extent, deprive agriculturists of the benefits which the Relief Act confers on them. Sections 12 to 14 of the Relief Act apply to *suits* of certain specified kinds, and it is doubtful whether (in the absence of some such law as section 28 of the Relief Act) those sections would be held to apply to the *orders* of a Court exercising insolvency jurisdiction under section 352,* Civil Procedure Code. It is also doubtful whether the terms of section 354, Civil Procedure Code, might not be held to nullify those provisions of section 22 of the Relief Act which exempt from attachment and sale immovable property (other than standing crops) unless specifically mortgaged.

* *Cf.* the definitions of "decree" and "order" given in section 2, and section 588, Civil Procedure Code.

The main principles of a suitable insolvency procedure are—

(1) that the amount of all claims against the estate of an insolvent agriculturist should be determined in the same way, and subject to the same provisions, as ordinary claims under the Act; and

(2) that the liability of the immovable property of an agriculturist to attachment and sale should be the same in insolvency as in ordinary execution proceedings.

The question has been raised whether a judgment-creditor should have power to apply to have an agriculturist judgment-debtor declared insolvent. The arguments against the conferring of this power are—

(*a*) that a proper insolvency procedure gives the judgment-creditor no legal advantage which he does not possess under the ordinary law of execution; and

(*b*) that such a power would be liable to abuse; a declaration of insolvency not only involves an agriculturist judgment-debtor in a certain amount of disgrace, but subjects him to the practical inconvenience of a total loss of credit; and it is to be feared that the judgment-creditor, by exercising, or threatening to exercise, this power might be able to compel the judgment-debtor to part with property which the law desires to reserve to him.

As, however, no cases of such abuse have been brought to the notice of the Commission, they refrain from expressing any definite opinion on the subject.

A further question has been raised as to whether the provisions of section 26 of the Relief Act are not too wide. The object of that section was apparently to facilitate insolvency applications as much as possible in order to place agricultural credit generally on a sound footing. This object has not been realized, and the advisability of retaining the section is doubtful. The Commission are agreed that Courts should be empowered to disallow applications by judgment-debtors who have been guilty of fraud or bad faith. But the doctrine of unfair preference is probably altogether beyond the intelligence of a Deccan ryot, as he naturally seeks to relieve himself of the importunity of those creditors who put most pressure on him at the time. It is also doubtful whether reckless extravagance, or what the court may consider such, should compel the court to reject the application. It may be argued that a debtor who has incurred debt recklessly should not be entitled to claim release under the insolvency procedure; but on the other, it may be urged that it will be a very difficult matter to decide whether the facts in any given case constitute reckless extravagance or not. The provisions of section 25, which allow an agriculturist whose debts amount to ₹50 or upwards to apply to the court to be declared an insolvent though he has not been arrested or imprisoned, and though no order of attachment has issued again t his property in execution of a decree, should be retained; but the Commission do not understand the meaning of the words enclosed in brackets in the first line of that section.

Section 27. Section 27 should also stand. Under section 29 the

Section 29. option should be given to the Collector, instead of taking possession as therein provided, of assessing the land to a full rent and allowing the insolvent to remain in possession subject to the payment of that rent, the balance of the rent, after meeting the Government dues, being paid to the receiver for the benefit of the creditors. As already pointed out this alternative plan would not work in the Deccan, but it might answer if the Act is extended to other Provinces. There is not the same objection to conferring this power on the Collector in insolvency proceedings as there is to making him the ministerial officer of the court in executing decrees for money. In the insolvency procedure which the Commission wish to see

established under the Act, it is the judgment-debtor who is applying with a view to being placed on a sound financial footing, not the judgment-creditor with a view to recovering private debts.

In accordance with the principles already laid down, the immovable property which the court is empowered to deal with under this section should be the mortgaged property only; and only so much of the mortgaged property should be sold as is sufficient to pay the debt secured on it. It appears necessary to retain the provisions of sections 31, 32, and 73A. Section 33 should be replaced by the ordinary law of appeal.

Section 30.

Sections 31, 32 and 73A.

Section 33.

55. Statement XXV, Appendix IV, gives the number of suits not exceeding Rio in value instituted before village munsifs and in the regular courts under Chapter II of the Act. Column 5 shows the percentage of such suits, instituted in the regular courts under Chapter II, on the total number of suits of all kinds instituted in those courts (Statement I); while column 8 shows the percentage of regular suits not exceeding ten rupees in value on the total number of suits instituted in the whole presidency, excluding Bombay city.

Village Munsifs.

It is possible that the figures given in columns 3 do not include all suits (not exceeding ten rupees in value) instituted in the regular courts of the four districts; as there may be suits of that value which do not fall under Chapter II. These, however, can hardly be numerous; and the difference between the percentages shown in columns 5 and 8 may be accepted as approximately showing the measure of the relief which village munsifs afford to the ordinary courts. The relief afforded has varied from 9·3 to 5·2 per cent. of the total institutions, and may fairly be regarded as substantial.

The working of these village courts has recently formed the subject of a special inquiry by Mr. H. F. Evans, C.S., a member of the Commission, and to the information and conclusions contained in his report there is little to add. All the inquiries made by the Commission go to show that these courts have worked well, are popular with all classes, and supply a real want—that is, a cheap and accessible means of obtaining ready justice in petty cases. The Commission attach no importance whatever to the objection that these courts encourage the institution of petty suits which would otherwise not have been brought. The same objection might, with as much fairness, be urged against the opening of any civil courts. The question is not whether these suits would not otherwise have been brought, but whether they are suits which should not have been brought at all. A claim of a few rupees may be a serious matter to a petty shop-keeper or a labourer, and it does not follow that because he has not enough time, money, or experience of legal procedure to institute a suit in a higher court, he should have no remedy whatever.

At the same time it is clear that these village courts, although in some of the cases agriculturists are parties, have no connection with agricultural indebtedness. The Commission agree with the Government of India that such courts should be constituted under a separate Act; and there seems no reason why an experiment which has been so successful in the Deccan should not be tried in other parts of the Presidency where competent persons can be found who are

willing to undertake the duties. In making any such extension it would probably be safer to modify the rule as to the exclusive jurisdiction of these courts in the manner suggested in Mr. Evans' report. The appointment of the munsifs should also be for a term of years only—not exceeding three—in order that useless or unsatisfactory munsifs may be got rid of without difficulty by mere lapse of time.

Conciliation.

56. The statistics given in the annual reports of the work done by conciliators will be found in Statements XXVI—XXVIII, Appendix IV. During the eleven years from 1880 to 1890, the number of applications made to conciliators was 446,822; in 78,941 cases,* or 17·6 per cent. of the total applications, an agreement was arrived at; and in 200,013 cases, or 44·7 of the total, certificates were granted. Full statistics of the amounts of these claims, and of the terms on which the agreements were made, are not available; but the figures given in Statement XXVIII indicate, as far as they go, that the amount of the reduction effected—if not by conciliators themselves at any rate under colour of the conciliation system—was considerable.

* Excluding 540 cases referred to arbitration.

It is impossible for the Commission, with the information at their disposal, to express a definite opinion as to the amount of contested work which this agency has saved the regular courts. On the one hand, it has been argued that the cases disposed of by conciliators would not have been contested in court, and that the relief, therefore, has been comparatively trifling. On the other, it has been urged that many parties are only too glad to accept any reasonable compromise which saves them the trouble and expense of a regular suit; and that the system of conciliation gives them a better opportunity than they would otherwise have of coming together. Some of the facts mentioned in the annual reports of the Special Judge strongly support this latter view. Mr. A. F. Woodburn, C.S., after a careful calculation came to the conclusion† that the system saved each court on an average 50 contested, and 175 uncontested cases each year; and this estimate is probably not far wide of the mark. But for the reasons given by Mr. Woodburn, this relief is not all clear gain. Against this gain also, such as it is, must be set the trouble and expense caused to plaintiffs, or to both parties, in the far larger number of cases in which conciliation was unsuccessful.

† Report, paragraph 26.

The trouble, delay, and expense entailed even on a successful litigant by a suit in court are generally considerable, and it is only natural that many persons should prefer to have their disputes decided quickly and cheaply by an unofficial agency, which can be trusted to inquire sufficiently into the merits of the case, to act honestly, and to decide sensibly. Such an agency, were it only available, would be of immense public advantage. But the system of unofficial conciliation prescribed by the Act is altogether different, and the Commission are strongly of opinion that in its present shape that system ought not to be retained. There is no evidence before the Commission to warrant the belief that conciliators follow any mechanical rule in dealing with cases which come before them, or strike off a percentage of claims arbitrarily. The objections to the system lie deeper. Under the Act the sole function of the conciliator is to induce the parties to agree; he has no power of requiring a witness or party to take an oath unless the witness or party consents in writing; he can only hear such oral and examine such documentary evidence as the parties may choose to produce; and neither he nor the court has power to reject any agreement, no matter

how illegal, unfair, or unreasonable it may be. Such a system is totally opposed to one of the main principles of the Act—that an agriculturist debtor is not on an equality with his creditor, and that neither his registered bond nor even his admission in court is sufficient of itself to saddle him with a liability; and without strict supervision, which entails a considerable amount of trouble and loss of time, the system is liable to serious abuse. From cases which have come to the notice of the Commission it appears that advantage has been taken of the system not merely to evade the Stamp and Registration Laws, but also those provisions of the Relief Act which exempt land from attachment and sale in execution of money-decrees. In one case a holder of several usufructuary mortgages, by the terms of which the profits of the land were taken in lieu of interest, being alarmed by those provisions of the Act which empower the Court to take an account of past profits, instead of executing new deeds, took his mortgagors before a conciliator and had the deeds altered into simple mortgages. In other cases the creditors induced debtors to assent to agreements which pledged their lands in security for simple money-debts. To check these abuses several courts arrogated to themselves the power of refusing, *suo motu*, to file such agreements; and in some cases the Special Judge cancelled some agreements which had already been filed. This procedure, however necessary in the cause of justice, appears to the Commission to go beyond the terms of the Act.

A serious objection to any system of unofficial conciliation is the difficulty and, in places, the impossibility of finding fit and proper persons to discharge the functions. In some taluqas Government could not give effect to the system introduced by the Act, because duly qualified persons could not be found; in others, where the system was tried, it proved a failure and either had to be abandoned or has degenerated into a mere formality. Even where the system has seemed to work with a certain amount of vigour, some Subordinate Judges and other witnesses, who gave evidence before the Commission, appear to entertain very considerable doubts not only as to whether the selection of conciliators has always been judicious, but also whether better material is in fact available.

At the same time the system of unofficial conciliation affords to a considerable body of persons a cheap mode of obtaining redress, and appears to give rise to less ill-feeling between the parties than a regular suit. There is also some evidence to show that debtors are more ready to comply with the terms of these agreements than with decrees of a court. For these reasons—and because it seems a pity to lose any assistance that can with advantage be afforded by the people themselves in the administration of civil justice—the Commission would suggest that the law should be amended so as to provide that no conciliator shall record any agreement unless he considers it reasonable, and that when a conciliator records an agreement, he shall also draw up a statement showing what the facts as stated by the parties are. Agreements so recorded should be subject to the ordinary Stamp and Registration Laws; they should not be filed in court or have the effect of decrees, but it should be open to the parties to sue on them as on ordinary agreements; and in all such suits the statements drawn up by the conciliators should be deemed by the Court *primâ facie* evidence of the statements made by the parties to the conciliators. In no case, however, should a conciliator's certificate be required in cases cognizable by a village munsif.

If unofficial conciliation, safeguarded in this or some similar form, is not found to give any material relief to the courts, it might be altogether abolished.

But the experiment, if made at all, should be provided for by a separate Act. It has no special connection with the relief of agricultural indebtedness.

The objections to investing judicial officers with powers of conciliation seem to outweigh any advantages that can reasonably be expected from the system. The chief objections are—

(*a*) that parties are not likely to disclose the whole truth, or to be otherwise than on their guard before the Judge who may ultimately have to hear and decide the case;

(*b*) informal preliminary enquiries are apt to bias the Judge's mind;

(*c*) judicial officers have not sufficient spare time for the efficient discharge of these duties; a simple recommendation to compromise would either be regarded as an order or treated as a useless form; while if the Court has first to ascertain what the dispute really is and then to advise the parties, the process will take up considerable time; and

(*d*) there is some danger of the powers being abused, or at least of the courts being suspected of abusing them.

Refund System.

57. The working of the refund system is illustrated in Statement XXIX, Appendix IV. It will be seen that the result of allowing a refund of one-half of the court-fees in cases where the parties come to an agreement at first hearing has not been great. The system has, moreover, no necessary connection with the objects of the Relief Act; and if it is thought worth while continuing the system, it should be tried in connection with the ordinary law.

Arbitration awards under section 525, Civil Procedure Code.

58. The power assumed by the courts of disallowing *suo motu* agreements entered into before a conciliator, when opposed to the principles of the Act or otherwise considered unreasonable, has led to what the Commission think a serious abuse of section 525, Civil Procedure Code. In certain places* the practice appears to be for the money-lender to evade the Registration Law and section 22 of the Relief Act by taking his debtor before a third party and obtaining from that party a so-called arbitration award, even where no dispute of any kind exists; this award is then filed in Court and has the force of a decree. An examination of seventy-two of these awards, filed in the Sholapur courts between 1887 and 1892, has disclosed that only *six* were *bonâ fide* awards settling disputes between the parties; these were cases of family disagreements and partitions of joint property. Three cases were of a doubtful character, but all the rest (63) were cases in which there was merely a mock reference to arbitration, the arbitrators merely recording what the parties desired them to record with a view to the so-called award being filed in court and obtaining the force of a decree. This conclusion is clear from the facts—

* *Cf.* Appendix I, page 74(1)

(1) that in no fewer than forty-three cases the award distinctly recites that it embodies an agreement between the parties, or that it was passed because they consented to its terms;

(2) that in all the cases (except the six mentioned above) the award is a brief agreement or decree, and does not attempt to review the transactions between the parties or the evidence;

(3) that in six cases the award recites that the creditor was making a fresh advance to the debtor; and

(4) in some cases the award relates solely to the value of some grain which the debtor had just borrowed.

Twenty-nine of these awards were filed by two brothers who live in *Tembhurni*, where there seems to be a regular self-constituted court of professional arbitrators. The majority of the awards were filed a day or two after they were recorded. In one case the award was filed in court on the same day on which it was given, though the court was some fourteen or fifteen miles off. In eight cases the endorsement on the stamped paper, on which the award was recorded, shows that the stamp was bought in some cases several days and in others several weeks later than the date given to the award itself.

These inquiries go far to justify Dr. Pollen's evidence that "private conciliation or arbitration courts are used largely to evade the Stamp and Registration Laws and court procedure. Some *bonâ fide* conciliation is done; but the bulk of the work is a fraud on the Stamp and Registration Laws and on statistics. Collusive disputes are got up."

The danger to be apprehended from this so-called arbitration system is not merely to the Government revenue. There is no guarantee under it that the agriculturist debtor is being justly dealt with; the publicity of title to land which the Relief and Registration Acts aim at securing is defeated, and there is reason to believe that in some cases the procedure is resorted to to defeat the claims of creditors.

For these reasons the Commission consider that section 525, Civil Procedure Code, should be amended. It should be made incumbent on the court, to which an award is presented, to satisfy itself that there has been a real dispute and award thereon; and to refuse to file any award if, after examining the parties and making such other enquiries as it thinks fit, it is satisfied that the terms of the award are not fair and proper. It is manifestly undesirable to compel a court to accept as a decree an agreement which appears to it unfair or improper. The Registration Act should also be amended so as to make awards which operate to create an encumbrance on immovable property registrable like ordinary mortgages.

Chapter VII.—Superintendence.

59. The question of replacing the present system of revision by the ordinary law of appeal has already been considered. For the reasons there given it appears unnecessary to retain any longer the elaborate system of inspection by a special staff which has hitherto been maintained. The Bombay Civil Courts Act provides sufficiently for the control of the lower courts. If, however, any system of conciliation is made part of the general or of a special law, it will be necessary to invest the District Judge specially with power of inspection, supervision, and control.

Village Registration.

60. The system of registration provided by the Act practically prevents the forgery of bonds, and the repudiation of duly executed bonds by debtors. By bringing the registration offices nearer to the homes of the people it also renders false personation more dangerous. It does not appear that the forgery of bonds was generally common before the Act, but it was not altogether unknown. The ryots of two villages* in the Ahmednagar district considered the prevention of forgery one of the good results of the system; and in one *taluqa* of the Satara district the custom of suing on forged

* Appendix I, page 30(1).

bonds, after the death of the alleged executants, attracted the notice of the District Court.

On the other hand, registration affords no security as to the payment or the nature of the alleged consideration. The evidence shows conclusively, what was generally believed before, that the bulk of the people treat the recital in a bond, or a statement to a registrar as to the receipt and nature of the consideration, as a mere matter of form. So far is this carried that money is sometimes passed before the registrar only to be returned outside the office. In this respect registration is positively harmful to the debtor, as it raises a strong presumption against him when he disputes the nature or the payment of the consideration.

The opinions entertained of the system by the people themselves are very various, and appear to depend largely on local circumstances. Money-lenders generally object to it, but seldom strongly, on account of the trouble it involves, and the encouragement it gives to loans on account. Where a registrar is conscientious, and explains the terms of the documents to the people, his efforts appear to be appreciated by intelligent ryots;* but where he is lazy or corrupt the trouble and expense must be very serious. To any one acquainted with the average Deccan ryot, and his apparently absolute inability to remember or understand anything unless surrounded and continually prompted by his friends, there is considerable force in the objection made by the people of Kusegaon† that "it is a bad system because the ryot goes off "alone with the money-lender to a strange village, and gets confused."

* Appendix I, page 27(1).

† Appendix I, page 23(1).

The argument in favour of the system—that it affords valuable statistical information—is considerably weakened by the fact that loans on account have, to a considerable extent, replaced loans on bond. The cost to Government of working the system will be found in Statement XXXI, Appendix IV.

On the whole the Commission consider that the objections to the present system—the trouble and expense to the parties, especially in the case of small bonds; the doubtful character of much of the agency; and the untrustworthiness of much of the evidence which the system affords—outweigh its advantages. The proposal to exempt bonds of small value from compulsory registration cannot be recommended; the only result of its adoption would be to encourage still more the custom of splitting up debts into several petty bonds. The village registrar should be abolished; the registration of simple bonds should be made optional; and all sales, mortgages, and leases (for more than a fixed term) of immovable property should be required by law to be in writing and should be registered at the head-quarters of the *taluqa*.

The provisions of the Transfer of Property Act, 1882, do not seem to satisfy these requirements. Under that Act a sale or mortgage (other than a simple mortgage) of land of less than one hundred rupees in value can be effected by simple delivery. It is stated in the papers placed by Government before the Commission that in the Deccan sales are frequently effected by mere mutation of names in the Collector's register; and that many leases are, in fact, mortgages. The Commission have been unable to find any foundation for these statements, and the existence of such a practice has been generally denied. But, for reasons which will be explained further on in this Report, such a practice should be expressly prohibited, and all sales and mortgages of revenue-paying land should be publicly recorded.

Chapter IX.—Receipts and Statements of Accounts.

61. The provisions of sections 65 and 66, as to annual statements of accounts and pass-books, have proved practically inoperative, but are theoretically unobjectionable. Ryots already possess Government receipt-books (in which the payment of the Government revenue is noted), and they may in time learn to appreciate the advantage of demanding similar pass-books from their bankers. Probably some advance in this direction might be made if suitable steps could be taken to make the provisions of the law generally known. Section 64 has already been utilised to some extent (Statement XXXIII, Appendix IV), and there is evidence to show that where its provisions have been applied the custom of giving receipts has spread. The co-operation of the criminal courts is, however, essential to the success of the law, and a failure of justice like that alleged in page 38 (1) of Appendix I would probably counterbalance all the good arising from a dozen successful prosecutions.

Limitation.

62. In the opinion of the Riots Commission the uncertainty of the Deccan seasons made a short period of limitation locally unsuitable, as it generally led to renewals of bonds at enhanced amounts and the rapid accumulation of debt. This opinion appears to be held to a considerable extent by the people themselves. On the other hand, it has been pointed out that the provisions of the Act, especially those of section 13 (*g*), discourage long credit, and in his evidence before the Commission Dr. Pollen stated that he "preferred a short period of limitation. "Section 72 should be repealed and one uniform period for all classes "adopted. Short accounts are useful as they show people how they stand. "So long as accounts are fairly made up, and it is the duty of the court to "see that they are fairly made up, the debtor is not injured in any way." Out of 970 cases under the Act, of which details have been furnished by the Subordinate Judges, 530 were brought within three years. Of the remaining 440 suits, all of them on bonds or for account debts, 354 were brought after three and within six years, and only 86 beyond six years. At the request of the Commission the Special Judge was good enough to furnish the following details as to 382 cases decided in four taluqas. Of these 277 cases were brought within three years, 76 cases within six years, and 29 within twelve years. These figures indicate that while a period of three years is in many cases too short, the 12-year limit is generally considered too long.

The existence of two separate laws of limitation applying to different classes of the community is open to objection, and appears in some cases at any rate to have been abused by litigants. The difficulty is, however, to assimilate these two laws without unduly interfering with the course of business in the country generally, and without giving rise to the evils to which the frequent renewals of bonds appear in the Deccan to lead. On the whole the Commission are of opinion that a period of three years (as under the general law) is sufficient limitation for simple money or shop debts. It is true that many transactions which take the form of sale of goods (*e.g.*, advances of seed or of food) are in reality agricultural loans, but loans of this class are generally of small amount, and the ryot ought to have no difficulty in paying them off in three years. For suits on bonds or on account stated (Articles 64, 66, 67, and 68 of the second Schedule to the Limitation Act) the period in the Deccan should be extended to six years; and the Commission can see no reason why this extension should not be made part of the ordinary law.

Registration should not operate in such cases to extend the period of limitation.

General conclusions.

63. Subject to these modifications the Commission consider that the Act should not only be retained in the Deccan, but may with advantage be extended to other provinces where the problem of agricultural indebtedness has presented itself. As already explained, however, the Act cannot of itself afford an adequate solution of the problem. The aim of the Act is merely (*a*) to secure that when an agriculturist contracts a debt the true nature of the transaction shall be brought home to him; (*b*) to provide for the adjudication, on an equitable basis, of all claims against agriculturists; (*c*) to discourage the undue accumulation of debt; and (*d*) to alleviate, as far as is consistent with justice to the creditor, the condition of indebted agriculturists, and to prevent their divorce from the land by mere operation of the law. Such an enactment obviously does not touch the causes which tempt or drive agriculturists into debt, and into parting with their land by their own voluntary act. Those causes must be sought for in the past history and in the social, economical, and political condition of the people; they probably vary from place to place and from time to time, and it is only by a careful study of them that the true solution of the problem can be ascertained.

Whether those provisions of the Act which deal with "going behind the bond" should be made applicable to debtors generally is a question to which the Commission are not in a position to give a definite answer. There is nothing unfair to creditors in those provisions; but the practical and financial difficulties of applying such a law on an extensive scale might possibly be insuperable. The adoption of a special law for agriculturists is justified by pressing social and political necessity.

PART III.

Necessity for executive reform.

64. In the speech with which he introduced the Relief Bill Sir T. Hope—himself a Bombay Revenue Officer—admitted that executive as well as legislative reform was required in the Deccan, and that to "*our revenue system* must in candour be ascribed "some share in the indebtedness of the ryot." A revenue system may be unsuitable owing to—

(*a*) the assessment being too heavy;

(*b*) the assessment or the mode of collection being too rigid; or

(*c*) the instalments being payable at inconvenient times.

Incidence of the present assessment.

65. As to the incidence of the present assessment the inquiries made by the Commission were on too limited a scale to warrant their expressing a general opinion with confidence; but, though the localities visited included some of the poorest parts of the four districts, no complaints of the assessment being too heavy were made, and all the evidence pointed to the conclusion that the revenue is on the whole moderate. There can, however, be no question that the rigidity of the present system is one of the main causes which lead the ryots of the Deccan into fresh debt, and that the dates on which the revenue is realised are in some places unsuitable, and place the ryot at an unnecessary disadvantage.

Rigidity of the present system.

66. It is generally stated that in the Deccan out of three seasons one is good, one middling, and one bad. Mr. E. C. Ozanne, C.S., the Survey and Settlement Commissioner, considers, however, that even this moderate estimate is too sanguine, and that in every cycle of eleven years five or six are bad, and the rest either good or middling. It seems obvious that a revenue system which aims at securing a fixed annual payment is unsuited to such a country. Such a system could only work smoothly if the good seasons occurred regularly, and the ryots were sufficiently provident to save the surplus of good against the losses of bad years; but, unfortunately, in the Deccan good seasons do not occur regularly, and the average ryot is not provident.

An instance in point is afforded by the season just passed. In a considerable portion of the four districts the crops either failed entirely or were extremely poor. Some of the men who thus suffered were able to pay their revenue out of previous accumulations or by sale of their cattle; but a large number, as the evidence in Appendix I shows, had to borrow at terms seldom below 24, and sometimes as high as 37½ per cent. If next season is favorable the more provident of these will be able to repay the loans, but another bad season, or a succession of bad seasons, will only lead to additional debt and ultimate ruin.

The Bombay Government have already decided against any system of fluctuating assessments, and the Commission have no desire to reopen the controversy. But the present rigidity of collection ought to be modified. Under standing orders,* the Commission believe, the Collector has power to suspend collections in cases of an abnormal failure of the harvest over a considerable area. Hitherto, however, this power has been much too sparingly exercised, and Collectors should be compelled or encouraged to make use of it with reasonable regard to

* Famine Relief Code, Chapter VI

the ryot's ability to pay. Remissions of revenue would not ordinarily be required. Exceptional calamities will of course require exceptional remedies, but less severe vicissitudes of season can be adequately met by simply suspending the Government demand to a more convenient time. In short the principle which the Commission wish to see recognized is that accepted by the Bombay Government *—"that Government is a far more "desirable creditor for the ryot than the village "sahukar, as the debt to Government does not carry "in its train the evil consequences which the debt "to the moneylender in the majority of instances assuredly entails."

*No. 634, dated 5th February 1880, to the Government of India, Home, Revenue and Agricultural Department.

The Commission are of course aware that in bad seasons, when the produce is deficient, the ryot requires the means of support, even though his assessment be suspended. Some agriculturists will still prefer, or be compelled, to borrow for this purpose; but a large number, including the bulk of those to whom agriculture is not an exclusive occupation and who eke out a livelihood by cart-driving and other employments, will be able to support themselves by a larger recourse to those pursuits, or by temporary emigration to Bombay or other centres where there is a demand for labour.

A significant indication of the value of an elastic system of revenue collection is afforded by the absolute or comparative immunity from debt enjoyed by the cultivators in several "*inam*" villages examined by the Commission. One of the chief causes assigned for this immunity by the people themselves was that in bad seasons the "inamdar" suspended the collection of the rent. The Commission see no reason why the adoption of a similar system in Government villages should not be attended by similarly good results.

In connection with this question of suspensions detailed inquiries into the circumstances of individual holdings are not contemplated or required. "The intimate knowledge of the people and the land possessed by the Revenue Officers"† is a guarantee that no extensive failure of crops can escape notice. All that is required is that this knowledge should be turned to account, and adequate and prompt relief granted where it is necessary.

† Letter No. 617, dated 4th February 1880, from the Government of Bombay, Revenue Department, to the Government of India, Home, Revenue and Agricultural Department.

Whether the ryots should pay interest on the amount of revenue suspended is a minor question, and the local authorities are the best judges of what is advisable and practicable. Theoretically, the levy of interest where time is given to the debtor is unobjectionable; but in the Deccan, where on the average only one season out of three is good, it may be argued that a ryot whose crops have failed, and who is therefore unable to pay his revenue, should not be treated as an ordinary debtor. Practically also the levy of interest may be troublesome to work, and may open a door to fraud. It may, however, be found possible to devise some simple rules of calculation not open to these latter objections.

Dates of payments of instalments.

67. The third point in connection with the collection of the revenue to which the Commission desire to draw attention is the unsuitability of some of the dates on which instalments of revenue are now payable. The dates generally in force in those parts of the Deccan which the Commission visited are, for *kharif* villages, the 10th of January and the 10th of March; and for *rabi* villages, the 10th of February and the 10th of April. These dates are, however, not rigid, and Collectors may under standing orders with the sanction of the Commissioner fix such other dates as may seem suitable to the season, the locality, and the

crops generally sown. This power has been utilised to some, but to an insufficient, extent. The evidence, both of officials and of the people themselves, shows that the 10th of February is too early for the first *rabi* instalment. The principle according to which the instalments should be fixed is that the ryot should have reasonable time to harvest his crop and take it to the market before he is called upon to pay the revenue; but too long an interval should not be allowed to elapse, as the ryot might be tempted by the delay to devote the proceeds to other purposes. In some places, however, the *rabi* crop cannot be harvested and taken to market by February 10th, and where that date is still in force, and (as often happens) there has been little or no *kharif* crop sown, the ryots are compelled to sell some portion of the crop standing, or part with the other property, in order to pay the Government demand. These forced sales involve some sacrifice or loss, and a later date should be fixed. Some witnesses have suggested that the date for the payment of the first *rabi* instalment should be the 10th of March. The Commission are, however, not in a position to suggest any hard and fast rule. The local authorities are in each instance the best judges of what dates are suitable.

Government loans to agriculturists.

68. The policy of these loans has recently been under the consideration of the Bombay Government, and new rules have been drawn up which will, it is hoped, make the system more efficient and popular. The figures given in Statement I, Appendix V, show that the loans hitherto made were, with the single exception of the famine year, insignificant in amount. The Commission do not anticipate that Government will ever be able to supersede the sahukar, nor is such a result desirable. For various reasons many ryots will still prefer to deal with the ordinary money-lender; but some are unable to obtain such accommodation at all, or can only obtain it on exorbitant terms, and it is for the protection of these that the aid of the Government as supreme landlord is required. A further argument in favor of a liberal system of Government loans is that such a system has been found to reduce materially the ordinary rates of interest where they are unduly high.

Limited effect of the reforms recommended.

69. The Commission are conscious that the adoption of the executive and legislative reforms sketched above can only retard, and cannot altogether prevent, the transfer of land from the agricultural to the moneyed classes. Improvidence, extravagance, and misfortune are not confined to the Deccan; and in every class of life are to be found men who will part with their birthright, or may be compelled to part with it, if the law allows them to do so. But apart from this, as pointed out by Mr. H. F. Aston, C.S., Judge of Ratnagiri, the natural and inevitable result of the present system of tenure, which combines a full power of transfer with the ordinary Hindu Law of Succession, is that *morcellement* and transfer of the land must to some extent take place. In process of time the number of owners of shares in a particular holding must increase beyond the number which the holding can support, and the surplus must seek for a living elsewhere. Some sort of transfer must then follow. If those who depart simply make over, expressly or tacitly, their shares to the remainder, the economical difficulty is postponed for a generation; if this transfer takes the form of a sale, the purchasers start crippled, for, on the hypothesis, the holding is not large enough to pay interest on the purchase money in addition to supporting those who remain, and paying the Government assessment; while if the sale is to outsiders, the balance of the holding is still insufficient to support the balance of the owners, and further transfers must ensue.

It is obvious that the only mode of preventing such transfers, whether arising from improvidence, misfortune, or the excessive subdivision of ownership, is the absolute prohibition of transfer coupled with some modification of the law of succession.

Total prohibition of transfer of land.

70. To absolute prohibition there are several obvious objections. Many of the transfers are by impoverished occupants, unable to make proper use of the land, to successful agriculturists or to capitalists, *e.g.*, retired Government servants, seeking an investment for their savings, and possibly able and willing to improve the land. Transfers of this description must be a distinct economic advantage, and are not necessarily a social evil. Elsewhere in India, and possibly also in the Deccan, cases are not uncommon where communities or individuals, who have broken down under the temptations and responsibilities of landed proprietorship, become tolerably prosperous as tenants under others. Again, the withdrawal of the right of transfer from persons to whom it has been granted or from persons who have obtained it from the original grantees for a consideration, would not only be resented by some, but might prove positively ruinous to others to whom the power of pledging their land has become the basis of necessary credit.*

* *Cf* Appendix 1, page 29 (2).

On the other hand, there is a considerable body of evidence to show that in many cases the right of transfer simply puts temptation in the ryot's way, and has been abused ; and that the possession of such a right is not essential to the prosperity of the cultivator. It was noticed by the Riots Commission that in portions of northern Guzerat, where the ryot had no proprietary right, and, consequently, little credit, he had also but little debt as compared with the cultivator under the ryotwari tenure. In some of the alienated or "*inam*" villages of the Deccan much of the comparative freedom from debt is, apart from the elastic system of rent collection, due to the doubt which did or does exist as to the right of the cultivators to transfer their holdings. Outside the Bombay presidency the same fact may be noticed. Much of the prosperity, and possibly the continued existence of the occupany tenants of the North-Western Provinces is owing to the strict limitations imposed by law on their powers of alienation.

The gradual loss of proprietary rights by the agricultural classes, and their reduction to the status of mere tenants-at-will, cannot be regarded as anything but a serious evil ; but the extent of the evil depends in some measure on the manner in which the new landlords discharge the responsibilities of ownership. The worst classes in this respect are the Marwaris and Guzars. The Riots Commission described the Marwaris as aliens and indifferent to public opinion ; as landlords, they follow the instincts of the usurer, and make the hardest terms possible with the tenant. The following extract from the letter (No. 2202, dated 6th April 1877) in which the Government of Bombay criticised the report, shows that in the opinion of that Government this description was not exaggerated :—

> The money-lender who obtains the ownership of the land is usually a stranger ; a hard and unsympathetic landlord, grasping all he can secure for himself, and expending no capital whatever on the land.

The evidence of the Honourable Mr. (now Sir T.) Hope is to the same effect ; and Mr. E. C. Ozanne, C.S., sums up the characteristics of the chief lending classes as follows :—

> Marwari and Guzar money-lenders are bad landlords. I never saw an improvement made by one. But many of the Brahmin and Mahratta money-lenders do seek to

improve land in their usufruct, and do keep the old tenant, if he is a good cultivator. It is good for the country if land is taken thus from the possession of an impecunious tenant who has not the capital to cultivate and improve it, and his position as tenant is altogether a happier one. The curse of the country is the want of intelligence of the rack-renting Marwari, who does not think of improving the land. In Sholapur after the famine I frequently tried to argue with such men that it would be to their interest to spend money on the land, but never succeeded in persuading one.

It will be remembered that it was against the Marwaris and Guzars, and only occasionally against the Brahmins, that the riots of 1875 were directed.

The Riots Commission were of opinion that to declare land absolutely untransferable "would be to subvert entirely the form of the property, and "such a subversion could hardly be justified by any possible political or economic advantages." The present Commission are unable to accept so extreme a view. They consider that the transfer of the land in an agricultural country to a body of rack-renting aliens, who do nothing for the improvement of the land, is a subject which no Government can regard with equanimity; and that the adoption of any remedial measure would be fully justified if shown to be necessary on political grounds or for the welfare of the people. The evidence at their disposal, however, is insufficient to enable them to express any opinion as to whether such a necessity has at present arisen.

There is in the Deccan, as the Government of India are aware, no properly-maintained record of proprietary rights. A register of the names of certain occupants of land is maintained; but transfers are not regularly recorded, nor are the names of all the shareholders entered. In many cases the Commission found that the names of men who had parted with their land before the famine still appeared in the register, and the new owners generally explained their omission to have their names entered by asserting that registration was no advantage and it was not worth while applying for it. To ascertain who the real owners of the land in the Deccan at present are, or to what extent the land has been or is being transferred between the various classes of the community, would entail a separate inquiry into every individual holding. It appears to the Commission that without the preparation and maintenance of a correct record of proprietary rights it is impossible for the Government to know what the land question really is, and what measures it behoves Government to take with regard to it. The statistics of the Registration Department (paragraph 12, *supra*) show that considerable areas are being annually transferred to the money-lending classes, but much more complete and detailed information is required for an adequate study of the subject. It is necessary to ascertain who these classes are, and how they discharge the duties attaching to their new position; how far they cultivate the land themselves; and if they cultivate through others, how far they retain the old occupants on the land as tenants, and what the condition of such tenants is.

An incidental advantage which would be derived from the possession of a correct record of rights is that Government would know who the persons really liable for the payment of the revenue are. At present the money-lender, as Mr. Ozanne points out, "often prefers to remain the virtual, but not nominal, owner. He has little to gain by becoming occupant and may lose, for instance, in arid districts, where in years of drought postponement or remission is granted. If the money-lender is occupant he does not share in the relaxation, but if the land is apparently in the possession of the ryot, he has a good chance of sharing in indulgence intended for his debtor." A good instance of the way in which

money-lenders make use of this custom for their own advantage will be found at the top of column (2), page 54, Appendix I.

The necessary machinery for the preparation and maintenance of a correct record-of-rights is already in existence in the registration officers and village accountants. If, as the Commission recommend, the registration of all sales and mortgages and all long leases of land is made obligatory, notice of every such transaction could be given by the registering officer to the revenue authorities. It could also be made part of the *kulkarni's* duties to report every transfer that comes to his knowledge. Pressure could also be put on the parties themselves to report all transfers by refusing the benefits of the summary procedure for the collection of rent through the *mamlatdar* to unregistered occupants, and by imposing a penalty for failure to give the required notice within a prescribed period. No extra staff would be required, and the expenditure involved would be inconsiderable.

Although, however, the Commission are not at present prepared to recommend the withdrawal of the power of transfer where it already exists, they do not see why in the case of future grants or alienations of Government land such a power should be conceded to the occupant. There is not in the four districts much Government waste land available for cultivation, and escheats and resumptions of culturable land are few. But outside the four districts there may be places where the experiment could be tried on a fairly extensive scale. The Commission understand that the one great difficulty in the way of inducing jungle tribes to settle on the land is to keep them from falling into debt and losing their holdings. The grant of the land without a power of transfer seems the natural remedy.

Prohibition of transfer without sanction.

71. A less stringent proposal than the total prohibition of transfer is to permit alienation, but subject to special sanction. Theoretically, there is nothing unreasonable in the suggestion that the supreme landlord, the State, should have the power of selecting its own tenants; but the practical difficulties of working such a system efficiently render it unsuitable in the present circumstances of the Deccan. Such a system could only be properly worked where the number of transfers is comparatively small and the machinery for registering title in thorough order. The largeness of the number of such transfers in the Deccan would render a careful consideration of each application for permission impossible, while anything short of a careful inquiry into each case would only lead—where there is a brisk demand for land and it is to the interest of both parties to evade the law—to fictitious transactions.

Alienation subject to reassessment.

72. The same objections apply to the suggestion not to interfere with the power of alienation, but to assess all land so transferred to a full revenue. The object in imposing a moderate revenue was undoubtedly to benefit the ryot, and it does not follow that another person, to whom the ryot may choose to transfer it, is entitled to hold at the same favourable rate. Such a system would, if it could be efficiently enforced, undoubtedly reduce, if it did not entirely stop, the demand for land; for a full assessment would absorb all that remained of the return from the land after meeting the cost of cultivation, and no one would buy land if the land yielded no profits. The injury to the ryot would, however, be considerable. In proportion as the market value of the land was decreased, the smaller would be the sum which the ryot could raise by sale or mortgage and the higher the interest he would have to pay. There would also be considerable difficulty in

preventing the concealment of transfers and in assessing the full revenue on every area transferred. It seems hardly worth while facing all these difficulties when in any case full opportunity for the enhancement of the assessment would present itself at the next periodical revision of settlement.

Purchase by Government.

73. Another proposal which has been put forward is to prohibit alienation except to the Government, or at least to give Government in every case the prior option of purchase. In places where the value of the land is known, or is readily ascertainable, and where land sold fetches as a rule less than its full value, such a system might work smoothly and with advantage both to the people and the State. It might also have answered in the Deccan some years ago, when there were few *bonâ fide* sales for cash; and seven times the assessment was a good price for dry crop land, and fifteen or twenty times for wet land.* Since then, however, the price of land has, as the registration returns† show, risen greatly, and even at auction sales by order of a court‡ the prices realized are, in the opinion of the revenue officers who conduct the sales, good. But the chief objection to the introduction of the system into the Deccan is the difficulty of ascertaining what the value of the land is. The assessment bears admittedly no definite ratio to the economic rent, and no fixed rule for ascertaining the sale value in terms of the assessment can, therefore, be laid down. On the other hand, any attempt to ascertain the value by inquiries into each individual area offered for sale seems out of the question. It would, if properly made, probably entail a large increase of staff and consequently of expenditure, and would, in spite of every possible safeguard, be liable to serious abuses. These objections apply equally whether Government is to have the sole right of purchase, or merely a right of pre-emption. To pre-emption there is the further objection that Government would be liable to be defrauded by collusion between the parties.

* Report of the Deccan Riots Commission, paragraph 77.
† Paragraph 12, *supra*.
‡ Statement II, Appendix IV.

A law of tenant right.

74. The vast majority of the ryots of the Deccan are petty farmers who cultivate their own lands. Under the present law a ryot who parts with his holding, whether by sale or mortgage with possession, becomes (if he remains on the land at all) a tenant-at-will; he holds the land at such rent and for such period as has been agreed upon; and for failure to pay rent, or on the termination of the period of his tenancy, he is liable to summary ejectment on the application of the landlord or mortgagee. There is evidence to show that so long as the late occupant is allowed to continue on the land as tenant, he accepts his fate, if not with cheerfulness, at least with resignation; and non-agriculturist vendees or mortgagees still prefer as a rule to keep the old occupant on the land, and to "sweat him"—his attachment to his holding enabling them to extract from him more than another tenant might be prepared to pay. The question, then, naturally suggests itself whether it would not be possible to protect the cultivator somewhat in the same way as ex-proprietary tenants in the North-Western Provinces are protected, *i.e.*, by conferring on him an inalienable right of continuing to cultivate the land subject only to the payment of a fair rent.

Probably the chief objection to the adoption of this proposal in the Deccan would be the difficulty of assessing in each case a fair rent, as there is practically no basis of customary money rents to go on. A general rule might be

laid down fixing the rent at a certain ratio to the assessment, but there would be no guarantee that the rent thus fixed was a fair one. Such a law might also be evaded (as in parts of the North-Western Provinces) by the *ex*-occupant being induced to relinquish the land. The law may prevent an *ex*-occupant's forcible dispossession, but would be powerless to compel him to remain in occupation against his will; and if the profits of the land (over and above the legal rent) were considerable, an improvident ryot might easily be bribed to abandon the land altogether. A further and recurring difficulty in the capricious climate of the Deccan would be the realization of the legal rent. It would be unjust to the landlord to refuse to eject a tenant who could pay his rent but did not; and unfair to eject a tenant whose inability to pay arose from the vicissitudes of the season. A large number of disputes might thus arise, which it would be difficult to settle satisfactorily.

It would of course be possible to provide that the rent payable by an *ex*-occupant shall be fixed by a revenue officer at a certain share of the produce not to be commuted into money. There may be a sufficient number of tenants who pay rent in this form to enable revenue officers to ascertain what the customary rate is; and it might be possible to guard against the danger of the landlord inducing the *ex*-occupant to relinquish the holding, and giving it to another tenant at a higher rent, by providing that every tenant shall have a right to have his rent fixed by a revenue officer. But this would be an entirely new departure in the Bombay presidency, and the Commission feel some doubts whether these four Deccan districts offer, under present conditions, a promising field for the trial of the experiment.

Restriction of the powers of mortgagees.

75. In 1859 Sir W. Muir recommended that the powers of mortgagees might be restricted with advantage in the following way:—

I am averse to carrying into effect through our courts the permanent alienation of land, excepting in cases where the terms of the alienation imply a direct, absolute, and perpetual transfer.

Where an owner creates a simple lien, or even a lien involving prospective conditional sale, I would limit the action of the courts to aiding the realization of the debt from the proceeds or usufruct of the property for a limited term. I believe that in all such cases nothing more was in the intention of the mortgagor than that the income of the property should for a term of years be devoted to the liquidation of the debt. And I would not enforce more by our courts. I believe that this will be quite in accordance with native habits and principles. The lender will feel that nothing short of a direct sale can secure for him more than the usufruct of the lands for a limited term, and he will have to look to his own interests in restricting his loans accordingly.

Where, in addition to creating a recorded lien upon his land, the owner has resigned his land into the possession of the mortgagee, the procedure would be analogous. There would be no foreclosure to be enforced as at present by our courts at the suit of the mortgagee. The only cause of action would then be at the suit of the mortgagor to secure an adjustment and restoration to possession.

After suggesting that the mortgagee's lien should be limited to fifteen years from the date of suit, Sir W. Muir went on to say—

But it will be added even the hypothecation of property will fail to answer the owner's purpose of raising money; he will be driven to an absolute and unrecoverable sale. Perhaps this may be the result. Perhaps we shall have more direct and voluntary sales than before. But it will be only another form of doing that which was formerly brought about far more frequently by an insidious and deceptive process. It is better that a man should sell his property with his eyes open than be inveigled into parting with it by a false and delusive hope that the transfer is only temporary. It is against human nature

to suppose that the permanent transfer of land will be, in any comparable degree, so frequent where the alienation must be made immediate, absolute, and perpetual than under the present system. And if a man will barter away his ancestral lands knowingly and with the full consciousness of what he is doing the law cannot help him further without locking up entirely the right and property in land by a perpetual entail.

It may further be objected that these proposals will reduce the value of lands as a collateral security in raising money. They will no doubt do so to some extent; but they will leave a wide enough margin for all purposes of agricultural improvement.

An indirect effect of this limitation may result in an essential benefit to the country by placing a check on the unlimited power at present possessed by landholders of running into debt.

The advantages anticipated from the adoption of this proposal are that—

(1) it would remove from the courts the odium arising from the compulsory sale of land, and

(2) unless the ryot deliberately and with eyes open sells his land, he is not deprived of the ownership.

It is, however, necessary to note that Sir W. Muir appears subsequently to have abandoned the views enunciated in the foregoing extracts ; and it is to be feared that the adoption of the proposal might have injurious results in diminishing the value or the certainty of the security. Many bankers, who have no means at their disposal of managing landed property, might demand much higher rates of interest, or might decline to lend on mortgage security at all if their only remedy, in case of non-payment of the interest or principal, were the temporary usufruct of the land. Again, a fixed period of occupation might operate harshly in many cases ; while if a discretion were left to the court to fix the period, no mortgagee could foresee what view the court might take. It would also be necessary to guard against fresh mortgages during the currency of the term of assignment, and against the same property being mortgaged more than once, otherwise the object of the law might be defeated, and the mortgagor be ousted for an indefinite period. Any diminution in the value or the certainty of the security would only result in the detriment of the borrower. When the borrower's necessity is so great that he is prepared to pledge his land as security, any difficulty in obtaining a loan on mortgage would probably necessitate a sale. The reopening, with retrospective effect, of mortgage agreements to take profits without an account in lieu of interest had, so far as the evidence goes, to a considerable extent, the result of compelling many borrowers to part outright—in form at any rate—with their land ; and the Commission fear that any other restriction of the powers of mortgagees to recover their dues might have the same result.

The withdrawal or curtailment of the power of encumbering the land would not prevent those who wished or were driven to sell from parting with their lands outright. The sole result would be that those who wished to raise money for the improvement of the land or for other purposes would be unable to obtain the same accommodation as formerly on the security of the land ; and would either have to rely on their personal credit or sell the land. The political and social advantages expected from such a system would have to be set against economic disadvantages. And for the same reasons as the Commission are not at present able to recommend that the alienation of land should be prohibited altogether, they are unable to advise that this less drastic measure should be adopted in the Deccan.

Conclusion.

76. For these reasons the Commission are at present unable to recommend with any confidence any remedial measures beyond those legislative and executive reforms mentioned in Part II and in paragraphs 66, 67 and 70 of Part III of this report. The adoption of those reforms will, it is hoped, give the ryot a fair chance both in and out of court, but it cannot do more than that. With the preparation and maintenance of a complete and correct record of proprietary rights in and encumbrances on the land, the materials required for the complete understanding and final settlement of this vexed question will for the first time be before the Government.

Summary of recommendations.

77. The following is a summary of the provisions which the Commission consider should be embodied in an Act for the protection of agriculturists—the Act to apply not merely to the Deccan, but to be applicable to other places where a similar problem has presented itself.

The appearance of the defendant should be obligatory (section 7).

Agriculturists should be sued in certain classes of cases in those courts only within whose jurisdiction they reside (section 11).

In certain classes of cases the court should be required to examine both parties and to go behind the bond by inquiring into the history of the transaction from its commencement (section 12).

Separate accounts of interest and principal should be taken in a certain specified manner; no interest should be decreed in excess of the amount of principal found to be due; compound interest on an account-current should be prohibited, and conversions of, or agreements to, convert accumulated interest into principal should not be allowed if considered to be unreasonable. The court should have power, on the application of the mortgagor, to revise, with prospective effect, mortgage contracts by which profits are taken without an account in lieu of interest, if found to be burdensome on the mortgagor (section 13).

The court should have power to reduce unreasonable interest (section 14).

(In the Deccan only) mortgagors should be entitled to a decree for redemption, even though the period fixed by the mortgage has not expired (section 15A).

The court should have the same power to order payment by instalments, and to alter the instalments on good cause shown in the case of decrees for redemption, foreclosure and sale, as it has in the case of money-decrees (section 15B).

Mortgagors should have power to sue for an account, and should be allowed a reasonable time after the account is made up to apply to have a decree passed for redemption (section 15D).

Agriculturist debtors should have power to sue for an account (sections 16, 17, 18).

The court should have enlarged powers of ordering payment by instalments (section 20).

No agriculturist should be liable to arrest or imprisonment in execution of a decree for money (section 21).

The immovable property of an agriculturist (other than one-half of his standing crops) should be exempted from attachment and sale unless specifically

ledged; but the court should have power to assign for a certain period the pro-its of any land, not required by the debtor for his support, for the benefit of the reditor (section 22).

A special insolvency procedure should be provided (Chapter IV).

All sales, mortgages, and long leases of land should be in writing and be egistered (Chapter VIII).

The provisions of Chapter IX, as to receipts and statements of accounts, hould be retained.

The court should have power of recognising payments out of court even hen not certified.

he administrative measures recommended in the Deccan are—

Crops attached should be sold standing by the revenue authorities.

Suspensions of revenue should be granted as a matter of course in bad years.

Suitable dates for the payment of revenue instalments should be fixed.

The preparation and maintenance of a correct record of proprietary rights in land.

he alterations recommended in the ordinary law are—

The constitution of village munsifs under a separate Act.

The constitution of conciliators (if conciliation is retained) under a separate Act; the conciliators to have power (1) to refuse to record agreements which they consider unreasonable, and (2) to record the statements of the parties.

The alteration of the period of limitation in suits on bonds or on accounts stated to six years.

The amendment of the Contract Act so as to make contracts voidable where a creditor has taken undue advantage of the simplicity or necessities of his debtor.

The amendment of the Evidence Act so as to throw, where the parties are not on an equality, the burden of proving the consideration for, and the good faith of, the transaction on the party possessing the advantage.

The amendment of Act XXVIII of 1855 so as to give the court the equitable power of reducing unconscionable interest.

Some modification of section 337 A, Civil Procedure Code, so as to prevent it from being used to defeat the intention of section 266, Civil Procedure Code.

Some amendment of section 525, Civil Procedure Code, and of the Registration Act so as to prevent the abuse of arbitration procedure.

I have the honour to be,

SIR,

Your most obedient servant.

L. PORTER,

Secretary to the Deccan Agriculturists' Relief Act Commission.

Minute by the Honourable K. L. Nulkar.

Having been suddenly disabled by severe illness from taking part in the discussions in committee on the different topics treated of in the joint Report of the Commission, it has become necessary for me to record this minute, touching a few heads of the subject of inquiry, on which I hold somewhat different views. With the exception of these, I generally agree with the conclusions and recommendations contained in the joint Report.

2. The first and most important subject on which I dissent from the Report is sale of land in execution of decrees. I am of opinion that consistency with the spirit of the Relief Act requires that, ordinarily, and except in cases of fraud on the part of the defendant, no holding of an indigent agriculturist should be held liable to sale in execution of decrees. Mortgagees should look to the surplus produce raised on the land after deduction on account of fair wages, expenses of cultivation, together with all Government demands. The other subjects on which I differ from the other members of the Commission are conciliation and interest on instalments, to which I will refer at the end of this minute.

3. The chief object of the Deccan Agriculturists' Relief Act (XVII of 1879), together with its subsequent amendments, seems to be to prevent the land from passing out of the hands of the agriculturists, as far as may be possible, into those of the professional money-lenders. The Act provides various remedies for the attainment of this object by way of simple, speedy, and more equitable judicial procedure, together with certain changes in the law whereby immovable property belonging to an agriculturist, when not specifically pledged, is exempted from attachment and sale in execution of decrees.

4. The improvement in the procedure has met with a marked degree of success, so far as the reduction of the weight of accumulated debt was concerned. But, in my opinion, the success of the change in the law in securing the peasants against the loss of their lands, is doubtful. While the redemption of old or existing mortgages was made easy by the adoption of more equitable principles in the adjudication of suits by reduction of rate of interest, rejection of compound interest, and by granting instalments, the indigent debtor's land was exempted from sale (section 22) only where the loan was not properly secured by its mortgage. The inevitable result was that the money-lenders insisted on specific mortgage or sale of land as the invariable condition of the loans in all cases of agriculturists who had no better security to offer, having lost all personal credit owing to their practically insolvent circumstances. This result of section 22, as might well have been predicted, and was in fact not entirely unexpected, began to manifest itself almost as soon as the nature of the provision began to be understood by the parties affected by it. In his opening speech in introducing the Deccan Agriculturists' Relief Bill, Sir Theodore Hope said:

> I must confess to some misgivings as to how the exemption may work in practice. The money-lender may everywhere make the execution of a bond, laying on the land all the existing unsecured advances, an indispensable condition of further accommodation. At the same time, the exemption rests, as to the past, upon a perfectly intelligible basis, while, as to the future, the proposed village registration will at least ensure that every ryot, when he pledges his land, shall understand what he is doing, and insolvency will open to him a loophole of escape when unreasonably pressed by an extortionate creditor, if he prefers that alternative.

But neither the knowledge obtained at the time of registration nor the insolvency provisions have availed to prevent the resort to mortgage of lands, and the tide of alienation, perhaps after a temporary check, has been steadily flowing for several years past. It was specially noticed as early as 1882-83 in a report by the Survey and Settlement Commissioner, and is further proved by the statistics quoted in paragraph 32 of the Resolution of the Government of India appointing this Commission, as also by those appended to this Report. The Local Government have, in their latest review of the working of the Relief Act, recorded their opinion that probably "now that transactions can be so "moulded as to escape prejudice from the special provisions of the Act, the "ryots of the four districts will soon accumulate as great a load of debt as "they were bearing when the Act was passed for their relief." From what I have heard from the people themselves during the local enquiry in which I was able to take part, and from the statements made before other members of the Commission, I am disposed to concur in the opinion that the ryots in the four districts will soon accumulate as great a load of debt as they bore before the Relief Act was passed, with the additional disadvantage that most of it will be secured by mortgage of land.

5. The indigent portion of the ryot for whose benefit section 22 of the Relief Act was devised, have, for several years past, been gradually parting with their lands by mortgage, generally with possession, to their sahukars, themselves becoming rack-rented annual tenants by passing and registering Rents Notes along with the mortgage or sale deeds, as the case may be. Taken in conjunction with section 86 of the Land Revenue Code, this new mode of the sahukar's money transactions with the ryots has the additional advantage for the former of a summary recovery of his annual rents through the Revenue authorities as a first charge next after the Government demand. Unless the claim is disputed, which it cannot be in the face of properly executed and registered documents, this provision of the Land Revenue Code gives no option to the Revenue authorities to refuse assistance in the summary recovery of rents, which in all cases under notice represent exorbitant rates of interest, never less than 18 per cent., and sometimes as high as 36 per cent., or even more—a charge which the civil courts, if they had to adjudicate in the matter, would almost as summarily reject as iniquitous.

6. Such, then, is the reply of the money-lenders to most of those provisions of the Relief Act which were devised with the object of securing the ryots against expropriation and saving them from having to pay unreasonably high rates of interest. The conflict between the Revenue and Judicial procedures above indicated enables the sahukar to give to his charge of high interest the form of "annual rent" from a tenant-at-will, and to choose the local Revenue authority as the instrument of its summary collection without let or hindrance.

7. I would recommend that this conflict between the Civil and Revenue procedure should be removed by an amendment of the Land Revenue Code, *viz.*:—

(1) No mortgagee should be entitled to recover his rent by summary process, and the provisions of the Land Revenue Code should be confined to the registered holders of the land;

(2) No mortgagee should be entitled to have his name registered except as a mortgage holder, carrying with such entry no privilege

to have his rent recovered by a summary process. He has his remedy by a civil suit in the ordinary courts of justice.

8. I would further protect the agriculturists by necessary amendments in the Relief Act, including section 22, and in the Land Revenue Code, and prohibit the sale of his holding, except for fraud, either in the execution of a decree or as a means of the recovery of the land revenue or other Government demands, the surplus produce or net profit of cultivation, after deduction of fair wages and expenses of cultivation, being alone held liable to be attached and sold in satisfaction of either private or Government claims, the latter taking precedence as a matter of course.

9. Ordinarily, money-lenders look mainly to the fruits of the debtors' labour for the recovery of their claims; and they resort to a sale of the mortgaged lands either when they fail to recover their annual stipulated payments, or when the period of the mortgage expires, and they have reason to believe that the purchase of the land at the court sale would prove more profitable. It was the well-understood tradition of the country, until the same was upset by the British laws, that the peasants' land was his hereditary family property, not transferable by enforced sale in payment of his debts or of Government revenue demands, for which his surplus produce was alone held liable to attachment, except in the event of fraud on his part such as clandestine removal or disposal of that produce, neglect to cultivate or desertion of the land without reasonable cause, such as failure of rain, famine, casualties among agricultural cattle, sudden deaths in the family disabling him from properly carrying on the agricultural operations of the season, or similar accidents or misfortunes over which he had no control. The sale of the land may be resorted to only as a penalty for fraud, culpable neglect, or voluntary relinquishment.

10. Considering all the circumstances of the situation, I attach no importance to the apprehension that such prohibition against sale may impair the credit of the agriculturists and drive them to sell their holdings voluntarily out and out, with or without the reservation of a right to repurchase the same. It is undeniable that such prohibition will limit the credit of the ryot to the amount of his annual surplus produce, and would fluctuate according to his honesty, or otherwise, in holding that produce at the disposal of his creditors. But I fail to see any hardship or injustice in thus checking his power to borrow hopelessly beyond his means to repay within a reasonable period. After every practical precaution shall have been taken (as the Relief Act will do if the suggested amendment of it is accepted) to help him against his own thoughtlessness or ignorance, and moreover, after the Government shall have supplemented this judicial remedy (as I will presently point out should be done) by the adoption of a more elastic system of collection of the land revenue according to the capacity of the land in the varying seasons, there would remain no just objection to the proposed limitation of the ryot's credit within his actual means. The insolvency provisions and the directions for the temporary management of lands belonging to the insolvent or hopelessly encumbered ryot by the Collector of the district, have hitherto remained a dead letter. The amendments I propose seem to me to be calculated to obviate the necessity of both and, if carefully worked, would prove self-acting correctives of the present most unsatisfactory state of things.

11. As to the possible effect of such prohibition against the sale of land, namely, that it might induce the agriculturist to part with his land by volun-

tary private sale, I fail to see, under the circumstances, any utility of attempting to avoid such a result. It must be looked upon as unavoidable in the case of peasants who may find themselves so hopelessly involved, in spite of all the measures, judicial and executive, provided for his due protection, as to be compelled, through their own incurable imprudence, to fall back upon the ultimate resource of realising the value of their holdings by private sales. Such individuals must be held to be simply unfit for any better position than that of sub-tenants renting from and cultivating the land for "superior holders." Besides, the increasing pressure on land with the growth of population must be expected to exemplify the inexorable principle of survival of the fittest by pushing the helpless or incapable peasant out of possession to become either a sub-tenant-at-will, or to seek other industrial pursuits for which he may be better fitted.

12. It is difficult to say whether the number of such voluntary expropriations would go on increasing quite as fast as they are doing at present through mortgages or compulsory sales by courts. The former process is free from the odium which attaches to the latter, and may be expected to be slower as the result of the additional safeguards of the proposed change in the revenue law and procedure. The lands so voluntarily sold by private contract would probably be acquired by local capitalists, either agriculturists or others, and not by professional foreign money-lenders, who usually look to the realization of a high rate of interest, and would be unwilling to compete at such free private sales against local investors who are generally satisfied with a more moderate return for investments in land.

13. The amendments of the Land Revenue Code and the Deccan Agriculturists' Relief Act, which are suggested in the preceding part of this minute, must, in justice to all the parties concerned, and in fulfilment of the pledge given when the Relief Act was passed, be supplemented by the adoption of a more elastic system in the administration of the Land Revenue Department, because there seems to be no doubt that the ryots' indebtedness is much aggravated by the rigidity of the system hitherto followed.

14. The report of the Deccan Riots Commission referred to this subject and threw out hints with the object, first, of "adjusting the Government demand "to the ryots' capacity" which, in the "drought-stricken" districts constantly varied "directly with the quantity and timeliness of the rainfall;" and, secondly, of spreading over a number of years the increased rates of assessment imposed on the revision of the old settlement, whenever such enhancement exceeded 25 per cent. The Local Government rejected both these recommendations as impracticable, unnecessary, and fraught with greater evils than those sought to be corrected. Two members of the Commission who had revenue experience in the North-Western Provinces found fault with the principles on which the revisions of the assessment in some of the Deccan districts had recently taken place, and came to the conclusion that the new rates had been too highly pitched, that the prices on which they were based were an unsafe guide, that due allowance was not made for the increased standard of comforts which the ryots had attained and for the increased pressure on the land by the growth of population, that the distribution of the increase between old and newly cultivated lands was unequal, and the classification of the soils was faulty. The Local Government, while admitting the justice of many of these criticisms, preferred to be guided by the experience and knowledge of the

country possessed by the local Settlement Officers, and pointed out the precautions already taken against over-assessment. The adverse comments and recommendations made by the Collectors in specific cases in favour of a reduction of rates proposed by the Settlement Department have almost invariably met with no better results. Against such summary disposal of adverse criticisms may be quoted the action which the Local Government had to take in Sholapur and Poona in ordering considerable reductions in the enhanced rates after they had been sanctioned by themselves "after mature consideration" on the Settlement Officer's advice. As to the argument based on superiority of local knowledge claimed for the Survey and Settlement Department, it cannot be denied that such knowledge and experience possessed by the villagers themselves is much more reliable. These villagers can, I believe, prove to demonstration many instances of the inequality of rates and faulty classification of the soil in almost any revised taluqa.

15. I do not, however, wish to complicate the question before the present Commission by mixing up with it the old and well-worn controversy regarding the principles followed in the Bombay Survey and Settlement Department, the same having, I believe, formed the subject of protracted though fruitless discussion during which very divergent views were expressed by the Local Government on the one side and by the Government of India and the Secretary of State on the other. I hope it will be more useful if I confine my remarks to such remedies as have already found favour on all sides. *viz.*, suspension of collection and remission of revenue in bad years.

16. Although credit has often been claimed for the grant of this relief, no serious attempt seems to have been made (until perhaps this year) to lay down any definite rules guaranteeing timely and systematic grant of it. The so-called suspension of collection in consequence of the famine of 1877-78 consisted in reality of hap-hazard measures to tide over a sudden emergency by acquiescing in the arrears of revenue resulting from a general cessation of cultivation owing to failure of rain, the irrecoverable balances being written off as "remission" after allowing them to hang over the heads of the distressed cultivators for several years. They had no certain knowledge of the intentions of Government as regards the arrears, and some paid them in the course of the next year or two on resumption of cultivation by running into fresh debts or by sale of surplus land, while others held out and reaped the benefit of the "remission" as a reward of hoping against all apparent hope. In such uncertainty, the few more resolute may hold out and wait till the coming of the grudging relief, but many must fall victims, as they did after the famine, to the necessity of contracting loans on ruinous mortgages or sales of most of their lands in despair of the relief which for them came too late.

17. To be of any practical help to the sufferers, suspensions and remissions should be granted according to an organised and settled system, under rules framed for the purpose, and published for the information and guidance of all the parties concerned. In the districts like those under consideration, where the rainfall is uncertain, the collection of arrears of land revenue which cannot be recovered from the surplus produce owing to the average outturn having fallen below eight annas in the rupee, should be suspended and carried forward to succeeding years until a favourable season is reached. As it is now admitted that in these parts two out of three seasons are below the average, the uncollected balances outstanding for more than three years should be remitted

as irrecoverable. One of the cardinal principles which are claimed to guide the Bombay Survey and Settlement operations is that the rates assessed shall not exceed a fair share of the average produce of the holdings. There ought therefore to be no valid objection to such an elastic mode of collection, and eventual remission if found necessary, on the ground that it would result in undue loss of revenue to Government. As to the question of practicability, I may quote the testimony of the Deccan Riots' Commission, which was composed of some of the most competent revenue experts from the Bombay Services. They state that "the outturn of produce of these 'drought-stricken' districts varies directly with the quantity and timeliness of the rainfall," and that "these are matters which can be accurately ascertained." If the local knowledge and experience of the village officers is carefully utilised, and their traditional responsibility in such matters is duly exacted, there ought to be no difficulty in following the system of deferred collection and remission which I have ventured to advocate. I may here quote the opinion of Mr. Pedder of the Bombay Civil Service (whose authority in such matters will be readily admitted) on the neglected value of the services of the village officers. He observes that:

> The fault of our revenue administration of late years, in my humble opinion, has been a tendency towards an unelastic and over-centralised system, and the system of rigid unbending rules worked by the district or taluqa officers, for the old village system of administration through the responsible village officers. Formerly, I mean in the earlier years of the Survey Settlement, the patel and kulkarni were held responsible for collections; they know well when each ryot was in a position to pay, when he should be pressed, and when a little delay and leniency might enable him to pay without inconvenience or perhaps ruin; and the Collector and mamlatdar took care that they exercised the discretion which was left to them with judgment, and reasonably. Now they are freed from this responsibility; instead of taking the trouble to drive each ryot till he pays, they have nothing to do but to serve him with a notice according to an unbending rule, and to sell him up if he does not pay. They have, as regards the collection of the revenue, ceased to be responsible village officers of Government, and have become mere mechanical process-servers.

18. I feel convinced that if a well-organised system of adjusting the annual collection of the land revenue according to the outturn of the season and of eventual remission of old arrears proved to be irrecoverable, be adopted, there would be no necessity of resorting to the law of eviction and sale of land as a means of recovery of Government demand, except in the event of dishonesty or fraud on the part of the holder. I submit that for the credit of Government, whose good intentions in the matter are undoubted, this law of eviction and sale, as interpreted* in Government Resolution No. 4292 of the 25th July 1881, should cease to disfigure the Statute Book. This "beneficial" principle may not be often followed in practice, but its existence as part of the authoritative instructions to revenue officers cannot but have a baneful effect. Its spirit ill accords with the judicial measures devised for the relief of the agriculturists where private claims are concerned.

* "Those who have been once defaulters should not be again allowed to take up lands without the special order of the Collector. If the penalty of becoming a defaulter is rendered an absolute disqualification from again holding land under Government, the effect may be beneficial."

19. The fact is now repeatedly proved and placed beyond doubt that among the loans contracted by the Deccan ryot, those resorted to in order to escape the penalty of eviction for arrears of revenue are burdened with the most ruinous rate of interest and discount on sales of crops to the money-lenders. If Government is not prepared to adopt a more liberal system of land revenue administration of the nature suggested; and amend the present law of eviction as a penalty for simple default, confining its operation to cases of proved dis-

honesty or fraudulent disposal of surplus produce,—then all the judicial reforms, past and future, must prove one-sided and half-hearted, and will be doomed to fail in lifting the ignorant and imprudent portion of the agriculturists out of the abyss of hopeless indebtedness into which they have been falling.

20. I concur in the opinion expressed in the report that judicial officers should not be invested with the powers of conciliation; but I would not lightly abandon the experiment of utilising honorary agency for the purpose of conciliation prescribed by the Act. Most of the defects noticed in the report appear to me to admit of easy removal. The conciliators as well as the civil courts may be required to draw up proceedings showing the facts as stated by the parties. They may be empowered to refuse to record agreements which they disapprove for reasons to be recorded, including those in which the provision which exempts land from liability to attachment and sale are evaded. It is true that considerable difficulty is experienced in finding a sufficient number of intelligent and trustworthy persons to act as conciliators. Great care was, however, taken in the selections hitherto made. The difficulty of finding fit men for every place requiring their services throughout the four districts is hardly a sufficient reason to abolish the system and deprive such parts as it has been found possible to provide with competent men, of the continued advantage of the system. I have heard no just complaints against the men who have been hitherto selected. The alternative course suggested in the report would deprive the system of all vitality and make it a dead letter. The Committee appointed by the Local Government in 1883 duly considered some of the defects noticed in our present report, and suggested remedies, and the majority of six against two of the members recorded their opinion that the "system should be continued" and that "to be of real value it must be compulsory and not optional." Rao Bahadur M. G. Ranade, than whom few officers possess greater experience of the practical working of the Act, has treated the subject most exhaustively and answered all the objections taken to the system in his report of the 11th February 1884. From a careful perusal of the official literature placed before us and from the enquiries made by the Commission, as also from what I was able to ascertain in free and unreserved discussion with many of the people themselves, I have come to the conclusion that it would be wiser to continue the system. The success which the experiment was reported by the Committee of 1883 to have met with during the first few years has uniformly attended its working up to this time, and the opinions in its favour expressed in that report and in paragraph 15 of Mr. Ranade's Report of 1884 are now further supported by the experience of eight years through which it has since passed. I am therefore of opinion that such continued success of more than eleven years is a strong justification for the continuance of the system of conciliation as part of the Relief Act, after due removal of the defects noticed, and that it would be a public misfortune if the labours of these eleven years are now thrown away by its abandonment.

21. The report recommends that in all cases where instalments are granted, reasonable interest on them should be invariably allowed to run until payment. Section 17 of the Relief Act leaves the question of interest to the discretion of the Court, the words used being "with or without interest," and I would not advise that this salutary discretion be withdrawn. If the grant of instalments is to be invariably burdened with running interest, it is very probable that the relief of postponement might sometimes become of questionable value to the defendant by having the effect of hopelessly perpetuating his indebtedness.

POONA;
June 1892.

KRISNAJEE LAXMAN NULKAR.

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TO THE

APPENDICES TO THE REPORT OF THE COMMISSION

APPOINTED TO INQUIRE INTO THE

WORKING OF THE DECCAN AGRICULTURISTS' RELIEF ACT.

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APPENDIX I.

ABSTRACT OF THE EVIDENCE TAKEN BY THE COMMISSION WHILE ON TOUR IN THE POONA, AHMEDNAGAR, SHOLAPUR, AND SATARA DISTRICTS.

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POONA DISTRICT.

1. *Mamlatdar of Bhimthadi taluqah of the Poona District*—The revenue is collected in two equal instalments on 10th February and 10th April, as the tract is a *rabi* one. In a *kharif* tract the first instalment would be collected on 10th January. In this tract less than one-sixth of the whole cultivation is *kharif*, and many cultivators (say three out of five) grow no *kharif* at all. No suspension of revenue has been ordered up to date (6th January).

Revenue instalments.

2. *Bori Ryots: 75 holders; 10 present.**—Were happier before the Act, because their land was mortgaged, not sold, and did not pass out of the hands of the owner though a decree was had. Now it is sold outright, as money-lenders will not lend without a sale-deed. It is true that they cannot now be imprisoned, but imprisonment was very rare before the Act.

General.

Of the men present, three have sold their land. *Kulkarni* says ten or twelve men in all have sold, but neither he nor the *patel* can give the name of any other seller. It is said that in all cases of sale the seller still cultivates—

Sales.

(1) Sold one number a year ago. It was mortgaged before, and was sold in liquidation of nephew's debts. The purchase money was paid before the Registrar, and returned outside. Seller cultivates it and pays ₹9-8 revenue and ₹12-8 rent.

Sold a second number eight months ago for ₹100 which he received. Cultivates it, and is to pay 24 per cent. on the purchase money as rent, as well as ₹17 revenue. There is a verbal agreement that if he repays the ₹100, the land is to be reconveyed. This was not entered in the deed, because it is said that in that case the Court would treat it as a mortgage. No money-lender has as yet returned any land under such an agreement in the village. [The money-lender admits the agreement; he will reconvey the land if he chooses].

(2) Father sold land six years ago for ₹100 for marriage expenses. Couldn't get the money on mortgage. Thought it was only mortgage, but now finds it is sale. Cultivates and pays ₹16 revenue and ₹24 rent.

(3) Sold two years ago for ₹30 for bullocks, and ₹170 to pay debts to another man. Thought it was only mortgage; found out before Registrar that it was sale, but his brother would not let him object. Cultivates and pays ₹20 revenue and produce worth, say, ₹40 as rent.

No land is said to have been redeemed in this village.

Redemption.

3. *Bori Money-lender Marwari.*—Has lived in these parts for two generations. Came to this village twelve years ago. Has about ₹4,000 out on loans; say ₹500 due on sales; ₹1,500 on mortgages, mostly with possession; and ₹1,000 unsecured. Treats money advanced on sale of land as a loan on security. Has promised to reconvey the land on repayment of purchase money; but this not entered in deed. Would re-sell to old owner at same price, and to strangers at small profit. Courts generally cut down interest to 9 per cent. on unsecured debt. By buying land can get 12 per cent. to 24 per cent. Not registered occupant of any land, because not worth the trouble of registration. Can get *mamlatdar's* help to recover rent; and will do so when necessary. Great demand for money just now to buy food. Lends to honest clients only. All his debts date from within four or six years, and his unsecured debt is all very recent. Insists on sales in the case of dishonest clients.

General.

Used to lend say ₹2,000 a year; now only ₹500 to ₹1,000. Deals in grain with capital set free, which is less trouble than money lending, and his accounts are not inspected. Lending less profitable than formerly. There are eight or ten money-lenders in immediate neighbourhood; some of them big. Knows of nobody who has left the place or given up lending; but lends less than before.

Contraction of business.

Has compromised several cases before conciliators. Conciliation good, because saves money and time; also bad because our claim is sometimes cut down, and we accept the reduction rather than have the trouble of sueing.

Conciliation.

Has not had occasion to sue for four years past. Did before that. Objects to having accounts examined and the transactions gone into. Agree-

Courts.

* NOTE.—Unfortunately the number of co-sharers present was not noted in this district. They sometimes exceeded the number of holders, and were seldom lower than half as many.

ments should be enforced. Objects *strongly* to accounts being inspected, so lends less readily than before. There is great delay in Court's procedure. Defendant always attends when found, but often not found. Final decision never given at first hearing; generally two or three hearings. Has to pay him costs as a witness.

Execution of decree. It is difficult to execute decrees, because land, etc., is exempt. It takes so long to attach crops that they are generally got rid of first. Bailiff takes his own time. Last year applied for attachment two months before crops were ready, but process was too late; so got nothing. If once attached, debtor pays up, at any rate part. Has decrees two or three years old still unexecuted, because debtors have no property. Will get his money, part privately, part through Court. Debtors often pay privately; does not certify payment to Court till next execution. Several decrees completely satisfied, some privately, some through Court. Instalments due on decrees often paid and often not paid.

Registration. Objects to village registration, because costly, and have to go to a distance, and have to produce accounts, also to pay witnesses for identification. This often prevents our reducing transactions to writing. If client honest, we lend on account instead of on bond; if dishonest we refuse loan, where we should formerly have taken a bond. No delay in registration, save when great press of work.

Course of business. Keeps a ledger, but no day-book, so lends less on account than before, because Courts demand regular accounts, which he, being illiterate, cannot keep. Balances *never* struck till account finally closed, unless debtor asks for it. Balances not registered. Thus compound interest never obtained. But running accounts are kept only with the best clients. Borrows money himself to lend at 6 per cent. to 12 per cent. on yearly rests. Objects to instalment decrees, because he loses interest on his money: no other objection.

Payment of revenue. His clients *always* have to borrow to pay the first instalment of revenue. As for the second instalment, it depends on the crops.

4. *Kedgaon Ryots: 117 holders.*—State of affairs bad; both before and since the Act.

General. Before Act, land, clothes, bullocks, all sold. Not so now; but money-lenders demand mortgage with possession, or sale. This is partly because the assessment has been raised, so that we are forced to borrow, and partly because of bad seasons, when we have to borrow at 36 per cent. to pay the revenue, and then the money-lender takes our land. Before the Act our land was sold after a long time, and through the Court; now it is sold straight off. Would repeal the Act, but cut down rate of interest. Act has increased the rate of interest; it is now more difficult to borrow. But have no fault to find with Act.

Sales. Of all present, only two have sold their land, one being a speculation. Said to be seven or eight more in village; mention three names—

(1) Sold three years ago for ₹100, to buy other land with the money.

(2) Sold three years ago for ₹250, to pay off mortgage debt on some land and other debts. Got nothing by sale, but hoped to get future advances. Cultivates and pays ₹25 revenue and ₹60 rent. There is an oral promise to reconvey.

5. *Dapori Ryots: 93 holders, 17 present, and 33 co-sharers.*—Ryots had more "*dam*" before the Act than now. Registration system to blame. It costs ₹2 to ₹3 to register a bond. Have to pay witnesses. Can't borrow without making sale or mortgage deeds, which have to be registered. More in debt than ten years ago, because living more expensive and seasons bad.

General. Registration.

Sales. Out of the 50 present, only one has sold his land. His land was sold by Court for debt on mortgage three years ago. He bought it in, and resold it almost at once to the man who lent the purchase money. Had hoped to pay, but couldn't.

Mortgages. Seven present have mortgaged with possession. The mortgages are from ten to fifteen years old: since the Act.

Unsecured debt. All those present save one owe something. Can borrow without sale or mortgage, if have credit. Nobody has borrowed since last rains. Can't get advances of grain; much less of money.

Rate of interest. Some say have to pay only a little more now than formerly, others say have to pay much more in the form of rent on cultivating lease. Used to pay 6 per cent. or at most 12 per cent.; now 24 per cent., which is shown in the bond as interest and in the lease as rent. Usual rate 24 per cent. whether on mortgage, or on personal security.

Action of Court. Not a single man present has ever been in Court since the Act, except one, whose mortgaged land was sold three years ago on a decree for ₹315 without instalments, which he asked for in vain. Old debts now changed to new bonds, so no suits. Had to give bonds to get fresh advances

The man who owes nothing paid last year's revenue by selling cattle. Last year most of them paid first instalment by selling standing crops to the money-lenders at a low fixed rate, to be delivered after harvest. When crops are good, always pay first instalment so. When bad, borrow on landed security, or sell cattle on implements.

Payment of revenue.

Redemption. Nobody has redeemed his land.

6. *Wâkhâri Ryots: 26 holders, 10 present.*—

General. Act has done us neither good nor harm. Nobody has sold his land in this village, and only one (the patel) has mortgaged without possession five or six years ago, without asking consent of inámdár. Can always borrow ₹5 or ₹10 from the money-lenders of neighbouring villages. The patel owes ₹100. Nobody else owes as much, but many owe ₹30 or ₹40 on account. Owe less than ten years ago. Don't borrow, because can't; and get on without.

Payment of revenue. We have the Government dates for instalments; but the inámdár allows the revenue to run on if there is any difficulty in paying. He never remits; but suspends till a good year. He will probably suspend his demand, or a great portion of it, this year; first for a month or two, and then, if no crops, till next year. We generally pay without borrowing, by selling grain or whatever we have. Pay first instalment from bájrá and second from jowári. Could not pay this year without borrowing.

[*N.B.*— The next village, Warwand, when asked (separately) why the Wâkhâri people don't get into debt, while they do, say it is because the inámdár always suspends the Wâkhâri revenue in case of need.]

7. *Warwand Ryots: 200 holders, 10 present.*—

General. Act has done neither harm nor good. But it is a grievance to have to register all documents. For a bond of ₹25 have to pay ₹2 or ₹3 for registration. If a man wants ₹200 the money-lender requires landed security, and makes or executes deeds which evade the Act. There is a verbal agreement to reconvey, which is not put into the deed. Are more in debt than formerly, because of want of rain and bad crops.

Sales. Only three men present have sold their land. Say there are twenty-five or thirty in the village; but can only mention the names of two—

(1) Sold five years ago to blacksmith for ₹35 a third share of his whole land to pay the revenue, which is ₹35 on the whole. Verbal promise to reconvey for ₹35 after five years; but buyer now refuses. Buyer cultivates.

(2) Sold land assessed at ₹32 to a *teli* for ₹150 this year to pay assessment and buy fodder, and for a marriage. Has no other land. Cultivates and pays ₹22 rent and revenue. Other people get money on mortgage, but not generally without sale; I couldn't.

(3) A lad. No facts ascertainable.

Purchases of land. Two ryots present have bought land lately.

Suits. Only one man present has been in Court under the Act. Was sued to foreclose an old mortgage of twenty-five years' standing. Court gave decree for instalments, and money-lender has got possession. Is willing to pay the instalments, but money-lender won't take them.

Payment of revenue. Are obliged to borrow to pay revenue. The Wâkhâri people (No. 6 above) pay without borrowing, because their inámdár suspends their revenue, when they can't pay; but Government does not do this.

Marriages. (2) above spent ₹100 on the marriage. Nobody *ever* spends less than ₹75 to ₹80; and seldom less than ₹200. Has a son now whom he can't marry because can't get ₹75.

8. *Warwand Money-lenders; 2 Márwáris present; both residents for two generations*—

General. Contraction of business. Lend less money than before, and deal more in grain. Lend less because there are more money-lenders than before, and because cannot get more than 6 per cent. to 9 per cent. in Court, and that with instalments. One of them has never had a case in Court; the other has four or five in a year. Object to reduction of interest and to instalments. There is also delay, always two or three hearings, because defendant does not always appear at first. There are seven or eight money-lenders in the village. No money-lender in the neighbourhood has gone away or left off money-lending of late years. Lend to honest men with good credit as freely as ever, only on account instead of on bond. If a bad debtor, will not lend except on bond, and that implies the trouble of registration; so don't lend so freely as before.

Conciliation. Conciliators very good when they settle the case. But often can't, because debtor won't accept the compromise proposed.

Execution of decrees. Have no unexecuted decrees. Mostly settled privately, by cash payments, or by new bonds. Some executed through Court by attachment of mov-

able property. Has attached no crops for last two years; but did before that.

Purchase of land. Have bought three numbers, two of which are still cultivated by old owners. Rent is fixed as interest on purchase money at 15 per cent. to 24 per cent. Are not entered as occupants, as can get Mámlátdár's assistance to recover rent without that. Have done so (quotes cases).

Registration. Registration checks lending (see above) to men of poor credit, especially small sums. Much trouble about witnesses; have to go far, and sometimes a crush of work and much delay.

Accounts. Both keep accounts; but only ledger, no day-book.

Limitation. If a debtor is paying off gradually, don't sue him till the term is running out. If he doesn't pay anything, sue at once. Extension of limitation is good because bad years are frequent; and a longer term gives greater chance of recovery.

9. *Pimpalgaon Conciliator.*—An old pensioner of Survey Department and hereditary kulkarni. Owns 15 acres of land. Eight years conciliator. Is sole conciliator for twenty-nine villages. Has just got powers to compel attendance; but not yet used them.

Procedure. Number of applications has increased: at first 125 to 150; now 300 in the year. The debtor applies for conciliation, only if he intends to sue for redemption. The *defendant* never applies. Out of the 300 cases, about 40 agreements. Failures chiefly due to absence of defendant, who does not come when he knows that creditor will not compromise. When both parties appear, agreement generally arrived at. Both parties seldom appear together, say in four cases out of the forty. Inquires into history of case from both parties. Does not insist on seeing accounts or documents, except when the debts are old, or in doubtful cases. Parties generally bring them with them. If not, postpone the case, and call for them. If bond barred by time refuses to conciliate. Has never had such a case. Has never had a case in which neither bond nor accounts were produced. If suspected that the transaction was a new loan, would refuse to conciliate. Does not suspect that there have been such cases, but has no means of judging. Would absolutely refuse to conciliate on a simple agreement without bond or accounts. [Two apparent instances of such cases found in his register.] Does not suspect fraudulent enhancement of claim in order to show a nominal abatement; but creditors usually expand their claims. Cases usually take two or three hours to settle. Very rarely postponed to another day. [Books for last year show that in 5 out of 32 agreements arrived at, the parties appeared together in the first instance; that in 18 cases both parties were present, but no agreement was arrived at; and that 72 cases were adjourned once or more.]

Effect of Act. Act has profited the ryot and not harmed the money-lender. To his knowledge no money-lender has given up money-lending, or left the neighbourhood. The ryots are less in debt, say by 25 per cent., and have redeemed much land They doubtless have mortgaged other land. They tell him the Act is good. The money-lenders object to it. Hears of a tendency to insist upon landed security for loan. But very few men have sold their land.

10. *Pimpalgaon Ryots: 100 holders, 25 present.*—

General. Act has done us good; only the seasons have been bad. Land and cattle no longer sold by Court. But money-lenders now insist on sale. We don't mind mortgage, but object to sale. Can't do without borrowing for cost of living and to pay revenue. The money-lenders won't lend so easily as formerly without sale or mortgage, except to men of good credit. Only one or two numbers in the village are owned by money-lenders.

Sales and mortgages. Owe less than ten years ago, because better seasons and more irrigation. No sales. Very few mortgages. None present.

Unsecured debt. The Poona money-lenders lend as much as ₹25,000 in the year to the ryots of this village on simple account, without bond or security, as the people grow sugarcane on canal land. They borrow for twelve months, pay with 12 per cent. interest when produce is sold, and borrow again. Borrow for maintenance and manure. If don't pay within the year, can't get fresh advances. Borrow small sums from the local men, to whom they pay 24 per cent., the rates varying somewhat with the credit of the borrower. If they can't pay, the creditor takes them before the conciliator who gives instalments. But creditor does not take land or bullocks, though he sometimes takes a bond. The Poona men never advance more than the value of the crops, so they are never unable to pay them.

Suits. One man present was taken before a conciliator by a local creditor. Owed ₹25. Had to pay ₹10 a year for four years. Nobody has ever been in Court under the Act.

Redemptions. Nobody has redeemed land by suit, though several have done so privately.

Even in good years have to borrow a little to pay the revenue; but only for a short term, after which it is repaid. Do so because the instalment falls due before crops are cut. Very little kharíf cultivation (400 acres last year out of 2,900), and that generally fails. Very little kharif on this side of the taluqah. What little bajri there is is eaten, and the jawári is not ready for market till March.

Payment of revenue.

11. *Pimpalgaon Money-lenders: 3 Gujratis, old residents (50 years).*—Own no land in village. Have two or three numbers in mortgage. Money-lending somewhat decreased because they have no capital, and spend more than before, and keep shops. Have lost no money. Forty years ago fathers lost some by bad season. Lending is more profitable than shop-keeping; but can't compete with Poona capitalists, who do all the lending here (see No. 10 above). Have never sued under the Act, which has not affected them either for good or harm Lend money on mortgage; and, to honest men, on personal security.

General.

12. *Pargaon Ryots: 175 holders, 20 present.*—Have 200 to 300 acres of canal land. Have borrowed more money since the Act was passed; but this was not because of the Act, but to grow sugarcane, and because the seasons were bad. Have borrowed both on mortgage and on personal security; but more on the former than on the latter. Borrowing is more difficult than formerly, on account of registration, which is expensive and troublesome, especially because of the need for witnesses.

General.

One present has sold his land, and two mortgaged it with possession (see below). Said to be about 25 in village who have sold or mortgaged; but only six names mentioned—all within the last three or four years. More frequent now than formerly, because of bad seasons. All still cultivate the land on lease, paying rent for the most part in cash, and not in produce

Sales and mortgages.

Two present have been sued in Court—

Suits.

(1) Owed ₹500 on a bond twenty-two years old at 15 per cent. Was sued for ₹500 principal and ₹500 interest, and ₹90 costs. No reduction was made. Mortgaged his land for the money, and paid it a few months ago. Cultivates the land and pays ₹87 revenue and ₹200 rent at 18 per cent. Partly canal land. Conciliator could do nothing because both parties never appeared together. Creditor a Poona money-lender. Is still entered as occupant.

(2) Mortgaged his land for ₹100 two or three years ago to pay old debts and buy bullocks. Creditor was to have land in lieu of interest. He let land to him (debtor) who did not pay rent (₹24) because of bad seasons; so he sued for ₹125. Has paid ₹20, but can't pay rest, so land will be taken.

Can't say whether higher or lower than before: depends on credit of borrower. On the whole, is higher: used to pay 9 per cent.; now pay 12 per cent. to 18 per cent. The rise is due to bad seasons, which delay repayments.

Rate of interest.

Generally sell their own produce in Poona and bring back cash and pay their debts.

Disposal of produce.

13. *Bhandgaon Ryots: 40 holders, 14 present.*—No canal. Was alienated till eight years ago, when resumed by Government.

General.

Act has benefited us except in bad seasons, when we suffer. We have no concern with the Act, or with money-lenders, as we owe nothing to anybody and lend and borrow only among ourselves. The assignee used to lend us what money we wanted; and since resumption we have had no occasion to borrow. Pay our revenue by sale of sheep and earnings by labour and carts. There are 1,400 acres of kharif to 1,650 of rabi.

Payment of revenue

Pay marriage expenses by sale of cattle: spend ₹50 to ₹75 on a marriage. This year will have to borrow, but only among ourselves. In the famine we worked on Relief Works and the assignee made no advances.

Marriage.

14. *Deulgaon Gada Ryots: 64 holders, 12 present.*—No canal but some wells. One hundred and seventy-five acres kharif to 2,770 acres rabi.

Owe less than formerly, because last two or three years good. No one in this village has sold his land; and nobody present has mortgaged it, though some in the village have. Have had no suits under the Act. Borrow from the village money-lenders, all but one of whom are agriculturists. They lend us on account; or on bond, if large sums.

General.

Pay first instalment of revenue from stored grain or by borrowing. Have no kharif.

Payment of revenue.

Nobody has redeemed land by suits, but some have privately. One man present had mortgaged his land fifteen years ago for ₹25 and had paid interest regularly. Four years ago he paid one year's crop worth ₹250 and bullocks worth ₹125: or ₹375 in all, and redeemed it. Creditor was a Poona money-lender.

Redemptions.

15. *Deulgaon Money-lender: Gujar resident for two generations.*—Lends ₹400 to ₹500 a year in small sums, say up to ₹100. Does less business than before, partly because instalment decrees cause loss, and partly because of bad seasons which have diminished business. Objects to instalments, as they are often small and spread over long periods, and no interest is allowed on them, and they are not paid regularly. Has no other objection against the Act. Lends on account, to good borrowers; and to others on bonds; more on bonds than on account. But it is now not worthwhile to lend *small* sums on bond, because of registration, so they are now lent on account. Registration is troublesome because one must produce the consideration money before the Registrar, and often one has not got it. It is also costly. No money-lender has left the village or given up lending since the Act (see also above). Has had two or three suits under the Act. Has a decree for ₹200 in four instalments. It is two-and-a-half years old and nothing has been paid. Has not taken out execution, because debtor promises to pay. It is a conciliation agreement, and was on a mortgage bond for ₹200, on which no interest had been paid for seven years. Did not claim interest, as debtor had nothing except his land.

General.

Registration.

Contraction of business.

16. *Khutbao Ryots: 48 holders, 18 present.*—Canal village: 170 acres irrigated, 2,400 cultivated. Not much in debt, but more than formerly, because of bad seasons. Borrow for maintenance. The difference is due to the Act, because it costs more now to borrow, as we have to pay for registration, even on small loans. Have to borrow all the same. Have no other objection to the Act: in fact it is good, as it saves our lands from being sold, and the ryots have become wiser. Can borrow small sums on account if have credit. Rate of interest varies with credit.

General.

Village Registrar lives 4 miles off, and it sometimes takes four or five days to get a deed registered. It used to cost 8 annas to register a bond for ₹100. Now it costs ₹5 to ₹6, as we have to pay witnesses to identification. It is a security against fraud, but it costs too much.

Registration.

No one present has ever been in a suit under the Act: some in the village have been.

Suits.

One present has sold his land. Sold it six months ago to pay assessment and for maintenance. Could not borrow otherwise, as the land was bad. Sold land worth ₹100 for ₹30 with a verbal promise to reconvey. Cultivates, and pays ₹5 revenue, and rent at 24 per cent. Still entered in his name. Has no other land. Owes a little on account also. Cultivates other land also on lease.

Sales and mortgages.

One present has mortgaged his land with possession.

17. *Khutbao money-lender.*—Act has done him no harm. Does not object to any part of it. Has lost nothing by it. Lends less than before, because of deaths in his family. No money-lender has left the village or given up lending.

General.

Contraction of business.

Has had one suit under Act. Sued for ₹672 on mortgage of an agriculturist's house. Got decree for ₹700 and satisfied in full by sale of house.

Suits

18. *Pimpalgaon Village Registrar.*—Has been eight years registrar. Sales are now *much* less numerous than formerly; mortgages more, and bonds less numerous. Bonds and mortgages now in about equal numbers. Very few simple bonds for small sums. When a sale deed is registered, a lease is usually, but not always, registered at same time. The verbal agreement to reconvey used to be embodied in the deed; but this is no longer done, as we explained that this made the deed a mortgage. In May, June and July deeds come in great numbers; occasionally 20 or 25 in a day; and sometimes have to put people off, but very seldom. Leases are renewed in that season. Sometimes have to postpone registration, because nobody to identify witnesses to identification. Witnesses have to be paid, and borrowers complain of this. Farthest village is six miles off.

General.

19. *Khopwari Ryots: 30 holders, 15 present: Evidence taken in village itself*—

More indebted than before, because of bad seasons, and crops failed. No money lender in village. Money-lenders make difficulty in lending, because have not paid what was borrowed before. Many men have taken their carts and gone to work for hire because of scarcity.

General.

Sales. Two present have sold their land—

(1) Sold 9 acres six years ago for ₹20 to an agriculturist. Verbal promise to reconvey. Land is worth ₹125. Is cultivated by a third person.

(2) Sold to a money-lender. Land has since been sold by auction for ₹100 in execution of a decree against the purchaser. Has offered to buy for ₹100; but offer refused. Could not get a loan on mortgage, so sold.

Mortgages. Three present have mortgaged land—

(1) Owns ⅛ share in two numbers, which is 48 acres, assessed at ₹50. Two years ago, mortgaged for ₹200 to buy fodder and maintain his family and pay assessment and pay off old debts. Cultivates, and pays ₹48 rent, besides revenue.

(2) Mortgaged one number 17 acres, assessed at ₹14, three years ago for ₹50 for maintenance Cultivates, and pays ₹15 rent, and revenue.

(3) This year mortgaged 26 acres, assessed at ₹18 for ₹50. Cultivates, and pays rent at 24 per cent. and revenue. Borrowed to pay assessment. Pays ₹41 revenue in all. Also owes ₹21 on account, besides some ancestral debt which is unsecured.

Unsecured debts. People present who have *not* sold or mortgaged their land owe,—

(1) ₹400, his father's debts. Can't pay that, so can't borrow more. Also owes ₹70 on account.

(2) ₹100 on account.

(3) ₹200 on bond and account. Now wants to borrow to pay assessment; but can't without selling his land, which he refuses to do.

(4) As No. 3.

Suits and conciliation. Three present have been before conciliators—

(1) Debt of ₹70, agreed to two instalments.

(2) Debt of ₹100, agreed to two instalments, but will not be able to pay this year.

(3) Five years ago mortgaged land for ₹250, agreed before conciliator to pay ₹600 in six annual instalments. One is now due, and cannot pay. Agreed to pay *dam dopat*, because it is Government order that it shall be paid.

20. *Yewat Ryots: 139 holders, 9 present: 350 acres of canal land, ½ kharif ¾ rabi.*—Act has done us neither good nor harm. One man says has done harm, because money-lenders will not now lend on mortgage, but demand deed of sale, so land gone for good. Won't lend because we have not repaid previous loans, because of bad seasons and Government assessment. This is *since* the Act at any rate, if not because of it. Has become custom to write sale and not mortgage deeds within last three or four years. We don't know the law, and do what the money-lenders bid us. Courts do not cut down interest; they only add costs. They allow 18 per cent. and 24 per cent. without cutting down, and *dam dopat*.

General.

Sales. Three present have sold land—

(1) Sold land assessed at ₹74-4 eighteen months ago for ₹250 to pay off an old debt of ₹200 and one year's rent of ₹50. Couldn't get it on mortgage. Cultivates, and pays ₹50 rent, including the assessment. [Money-lender says would not lend on simple mortgage, because the rest of the land belongs to the brothers, who have mortgaged it; and the borrower has no other property. Expects to get his money back more quickly if a deed of sale written. There was a verbal promise to reconvey.]

(2) Owes ₹250, of which ₹60 is due on a deed of sale of one number. The land is not sold; there is only a deed of sale. There is a verbal promise to reconvey. Lender would not enter it in the deed, and would not accept a mortgage. Lender, who is a Kunbi agriculturist and Government servant, denies the promise to reconvey; says mortgage never even suggested. Would not now resell for ₹60. Sold to pay another debt for which creditor was pressing. Cultivates, and pays ₹15 rent and ₹8-8 revenue. Has another number also. Owes ₹190 besides, part on simple bond, and part on account. Pays 24 per cent. on both.

(3) Sold a number, assessed at ₹22 two years ago for ₹100. Verbal promise to reconvey. Cultivates and pays revenue and rent at 24 per cent. equal to ₹18. [Creditor, Kunbi, says sold for ₹75 and will reconvey when repaid. Has no objection to putting this in the deed.] Owns shares in five numbers, 165 acres, ₹46 assessment. Owes some ₹200 more, all on account. Borrowed ₹100 of it last year; and since then ₹25 on simple bond.

Mortgages. One present has mortgaged land.

(4) Mortgaged six numbers eight months ago, owed ₹450 on running account; and as the amount had become considerable, creditor asked for mortgage. Simple mortgage, and pays 18 per cent. Part of his debt very recent. [Creditor explains that lent on simple mortgage, because land valuable, and not previously encumbered.]

Unsecured debts. Of the other five men present—

(5) and (6) owe nothing.

(7) Owes R600 on account, dating from many years, but some of it quite recent. Owns eight numbers, assessed at R72. No bond given. Creditor does not trouble.

(8) Owes R300 on account. No bond. He and his sister own six numbers, assessed at R32-8. Pays 18 per cent. Not borrowed lately. Pays interest regularly.

(9) Owes R125 on bond three years old; and R150 on account, borrowed within the past two years, but none of it quite recent. Pays 18 per cent. on both. Owns one number, assessed at R24. Had two other numbers, which were sold in execution for R1,000 last year. Had undertaken another man's debt of R600 (owing him some R250 himself) and mortgaged this land for it six to eight years ago. Interest 24 per cent. Court gave a decree for R1,200, and would not allow instalments.

Payment of revenue. Pay first instalment by earnings of labour and carts, even when crops good. Don't borrow for it as a rule.

21. *Yewat money-lenders: 7 present; 5 Gujars, 1 Brahmin, 1 Mahratta*—All but two have resided for two generations.

General. Act has not affected them in any way, either for good or harm. Have nothing to find fault with. In answer to leading questions, say: Object to instalment decrees, because of loss of interest. Cases now take longer to decide, which is a loss, so far as we go to Court. But many of us have never been there. When we do go, our claims are cut down to *dam dopat*, and instalments are fixed. But if we had not sued we should have got nothing at all. In many cases we don't sue. We don't blame the Court, as it enables us to recover something.

Contraction and course of business. Have lent less money since the Act, because business has not been so good. We can recover on a mortgage, whether with or without possession, but are never sure of recovering on a simple bond, because land, cattle, etc., are now exempt. We still lend on bonds, but only to men of good credit. Lend also on account, without bond, to solvent clients; but on the whole less than before this Act. Business will have fallen off by, say, 75 per cent. Lost all our old bonds, because time-barred in consequence of famine: so have taken to trade in grain and cloth. The number of money-lenders has decreased. Nobody has left the village. Two Gujars have left off money lending and live by labour; that is, their widows left off when the husbands died. One man left off five years ago and took to cart-driving. (Ryots explain that this man never had a penny, and spent all that on women.) Five of us lend partly on borrowed capital. We pay 6 per cent. to 9 per cent., or at the highest 12 per cent., and settle at Diwálí. Pay high rates for short loans just before harvest. All keep day-books and ledgers; but none of us keep three books.

Accounts.

Conciliation. Conciliation system is bad, because claims are cut down and instalments fixed. We accept the compromise, because land and cattle are now exempt.

Miscellaneous. Have no objection to registration. Go to the Mámlatdár for help to recover rent.

22. *Yewat Village Registrar.*—Registrar for nine years. Farthest village of circle 6 miles off.

General. Four hundred and seventy deeds last year. Mortgages and bonds increasing, and sales decreasing. Sometimes registers labour-bonds, say, 15 in a year, given mostly by Kunbis in lieu of loans for cash advances, or old debts, or for marriage expenses. Copies of deeds very seldom taken, only in one case last year. Never has to postpone a registration. Heavy work only in April to June. No trouble about identification, as parties bring witnesses, and often the *patel*. Has every now and again to refuse registration, because the parties, after hearing his explanation, can't agree to terms.

23. *Padvi ryots: 73 holders, 21 present.*—No canal. 972 acres kharif, 2,560 acres rabi.

General. Act has done us good because interest is cut down and instalments fixed. But the Forest rules injure us; and the assessments have been trebled; while the instalments have been so fixed that we can't pay up to time. We owe less money than we used to. Formerly cattle and grain used all to be taken; now protected. Lenders somewhat unwilling to lend save to people of good credit; generally lend on sale, with verbal promise to reconvey; seldom on mortgage. It is *easier* for persons of good credit to get money than before, and *more difficult* for those of bad credit.

Payment of revenue.

Rate of interest. The rate of interest for men with good credit has decreased. Used to pay 24 per cent. to 30 per cent.; now pay 18 per cent. to 24 per cent. Bad debtors are asked high rates, but Government cuts them down. Have to pay 30 per cent. to 36 per cent.

Suits. Nobody present has sued under the Act. Three have been sued, or taken before a Conciliator—

(1) Unintelligible.

(2) On two bonds, ₹10, five years old, and ₹20, ten years old. Conciliator cut down claim of ₹48 to ₹40, to be paid in four annual instalments.

(3) Case pending.

Payment of revenues. Pay first instalment, in good years, by borrowing on standing crops, and in bad years by selling cattle or land.

24. *Padvi money-lenders.*—Two Marwaris, residents for two years. Object to Act,

General. which does harm to them but good to the ryots, by fixing instalments which do not pay interest, and by exempting land, etc., from attachment. Neither of them has ever had instalments fixed. Neither of them has ever sued under the Act; but one has had two cases before Conciliators, in which he agreed to instalments, because it was the Government order.

Contraction of business. Have less business than before because of bad seasons. Where used to lend ₹100, now lend ₹10, as we spent our capital in marriages, and find it difficult to borrow. Not so profitable as formerly. No money-lender has left the village since the Act. One has left off lending because his father died and he had a burglary in his shop: another because the family divided, and so the business fell off generally and was less profitable.

Course of business. Lend to men of good credit just as readily as ever; and to men of bad credit too. No difference. Have taken no sale-deeds from their clients. Lend small sums on account. Keep ledger, but not cash-book. Trade partly on borrowed capital, borrowed on account, and pay 12 per cent., settling at Dewali.

Registration. Have no objection to registration; but the borrowers don't like it at all.

25. *Delwari ryots: 80 holders: 20 present: 324 acres kharif: 2,641 rabi: 654 canal.*—We are more or less in debt; more than formerly.

General. Act has reduced old debts; but for the last two or three years have been getting more into debt, because crops have been bad, and have had to borrow to pay revenue and to live. But the Forest rules, recently introduced, have been the chief reason. The fines are heavy; and we have no grazing, and have to buy fodder. Except the Forest, Act has done us good. It has reduced interest to *dam dopat*, and fixed instalments according to the means of the debtors. More difficult to borrow now, because won't lend on simple bonds, but require sale or mortgage since cannot recover by attachment as easily as before. But this only with men of bad credit. Those with good credit can borrow as easily as ever.

Sales. Three present have sold land—

(1) Owed ₹100 on simple mortgage before famine. In famine left village, and money-lender got possession of land and held it for six years. Then the village *panch* decided that he should hold ¾ of it for nine years longer. Meanwhile, borrowed ₹100 more to buy bullocks and pay expenses of sickness, and sold the whole with verbal promise to resell for ₹100 at the end of the nine years. Now nine years is up, but creditor asks ₹500. Land is worth ₹1,000. Cultivates ¼ and pays revenue ₹5-12 and rent ₹25. A third person cultivates the other ¾ and pays ₹100 rent. The whole area is 30 acres, irrigated

(2) Sold land for ₹300 five years ago with verbal promise to reconvey. Then two years ago sold it to second man for ₹300, with ₹200 of which redeemed it from first man. Cultivates and pays rent at 20 per cent. or ₹60. The interest is called rent to satisfy the law. On a mere deed of sale the purchaser would have no rights; but when a lease is granted as well, that shows that he has got possession. Owes ₹200 more to the same creditor, and ₹200 to another: some on mortgage of a cart and bullocks, and some on bond. Pays 24 per cent. and 20 per cent. interest.

(3) Sold a year ago for ₹200 to pay revenue, and for cost of cultivation and maintenance. Owed money already, so could not borrow without sale. Has no other land. Cultivates and pays ₹20 revenue, and rent at 24 per cent., equal to ₹48. There is a verbal agreement to reconvey, which the purchaser will certainly act up to.

Suits. Two men present have been sued—

(1) Borrowed ₹550 ten years ago to pay off old debts; ₹200 on mortgage, and ₹350 on bond at 24 per cent. Six years ago creditor sued for ₹1,400. Conciliator cut it down to ₹1,100 (*dam dopat*), and fixed annual instalments of ₹100. Has paid five of them.

(2) Borrowed ₹100 12 years ago on bond at 24 per cent. Six years ago creditor sued for ₹200. Conciliator fixed instalments of ₹30, and in consideration of doing so fixed the amount at ₹279. Has paid instalments to date.

26. *Patas village Munsif* (*also Conciliator*), *hereditary Deshmukh, and village Munsif for nine years.*—Had 29 suits last year from a population of about 2,000, mostly against agriculturists. Simple debt, chiefly for goods supplied: very few on bonds, as bonds seldom for as little as ₹10. Has first acted as Conciliator and failed to compromise; but when cases come before him as village Munsif, they are *very* rarely contested, and in almost all cases settled by consent. Executes his own decrees by order to village Officers to attach vessels and surplus grain. Is very seldom asked to execute, and has never yet had actually to attach. The decrees are almost always settled privately, without issue of order. They *are* really satisfied.

General.

27. *Patas Conciliator I* (*also village Munsif*), *same man as above.*—Has been Conciliator for 12 years: has joint jurisdiction in the whole *taluqah*. Sixty-seven cases last year; and 553 in 1884. Work greatly fallen off since Court transferred.

Parties sometimes come together in the first instance with a ready-made agreement [makes various statements as to whether such cases are many or few]. Always goes into the accounts and bonds and history of the case, even when the parties are agreed. If what they agree to is not fair, refuses to record it. Has power to do so. Cannot remember any case in which has done so. Can judge if agreement is fair, as makes careful enquiry and check parties' statements by bonds and accounts. Has no other means of judging. There are circular orders directing us to refuse to record an agreement, if made to avoid the cost of registration.

General.

Act has greatly benefited the ryot, as his land, houses, and implements are no longer sold. Land is certainly sold privately; but only by the poorest and neediest. The others can still borrow on account, or simple mortgage. Act has not harmed money-lenders. Courts only cut down very exorbitant interest, *e.g.*, 37½ per cent. There is now greater difficulty in borrowing. Can still borrow when real need; but not recklessly. The terms are slightly higher than before. Loans on mortgage and sale growing more numerous, and those on bond fewer. Mortgages are of both sorts, but mostly with possession. The debtor still cultivates and pays interest as rent at 9 per cent. to 24 per cent. The Mámlatdár collects the rent. The money-lenders insist on sale instead of mortgage, in order to avoid producing their accounts in Court.

Operation of Act.

28. *Pátas Conciliator II, a money-lender in the village: Conciliator for 12 years:* 22 applications and ten agreements last year: work fallen off as above.—Defendant does not appear, unless prepared to compromise. Sometimes the parties come together with a ready-made agreement; in other cases fix their own terms. In either case accepts their agreement in absence of any special objection. Very seldom examines accounts. Seldom or never postpones a case in which they won't agree.

General.

Act has benefited the ryot, because fees have been reduced, and Conciliators prevent much litigation. People only go to Court now, where there is a private grudge, or when there are old debts. Act has not harmed the ryot, except that when his necessity is great he has to sell, when he would have got money on mortgage if it had not been for the Act. This is because under the Act the lender on mortgage has to produce his accounts in Court, if he has possession of the land. Well-to-do men find it a little more difficult to borrow than before, and poor men much more difficult. But this is good, as it prevents reckless borrowing. It does not lead to their losing their land. Dry land generally fetches 5 times the revenue; irrigated land, 8 or 10 times or more. Act has injured money-lenders in so far as land, crops, and cattle cannot be attached; but in no other respect.

Operation of Act.

29. *Wásunda Conciliator: landowner, member of Local Board, revenue assignee, and hereditary kulkarni. Conciliator for nine years. Pays ₹600 in Government revenue.*—Conciliator's work is falling off, because money-lenders lend only on bond or simple mortgage or sale. They now understand the Act, and do not like the interest being cut down, so lend on sale or mortgage. Then they give a lease and get their rent through the Mámlatdár without coming to Conciliator. Cases before me are of two classes: (1) when parties come with a ready-made agreement, and won't submit to any enquiry; (2) when I make the compromise for them. The former are more numerous than the latter. If interest is not greater than principal, and if not in fraud of registration, I accept the agreement. Can only make general enquiry, and if parties collude, there is no means of getting at the truth.

General.

Act has done good in reducing ryots' debts; but harm, in that they sometimes have to sell their land at an inadequate price. It no longer does

Operation of Act.

good, as the money-lenders have got round it; and it will eventually harm the ryots, because sales are becoming the custom. These sales are generally really mortgages, but they give the lender the power of a purchaser. Has known cases in which the promise to reconvey was honestly acted up to; but also others in which it was not. Act does no harm to money-lenders, as they evade it. One way is to take a new bond in which the old interest is included as principal. Creditors would have been able to recover more than they got under the Act at first. Would have recovered more than *dam dopat*.

30. *Patas ryots: 100 holders: 16 present*—

General. Act has done us good, because creditors don't oppress us, and we don't borrow except when really necessary, and lands and houses and cattle exempt from attachment, and we are not sent to prison. But lenders now demand sale, which is bad.

Sales. Only two present have sold land: one sold part to make a well in the rest, the other sold some land to buy back other land which had been sold in the famine for arrears of revenue. They say they are all small owners, and that there are larger owners in the village who have sold part of their land. Had to sell land after famine; but not now.

Mortgages. Five present have mortgaged.—

(1) Father mortgaged his land in the famine.

(2) Mortgaged one of his four numbers three years ago to pay ₹20 revenue and buy ₹30 of bullocks. Simple mortgage. Pays ₹30 per cent. interest. Has not paid any yet.

(3) Mortgaged three years ago for ₹100 to pay father's debts on account, and buy bullocks. Simple mortgage at ₹15 per cent.

(4) Mortgaged one year ago for ₹100 to make a well with possession. Cultivates and pays revenue ₹10 and rent ₹18. Written agreement to keep him on as tenant.

(5) Mortgage three years ago for ₹400 to pay off an old marriage debt. Simple mortgage to an agriculturist at 9 per cent.

Unsecured debts. Of the 12 present, 9 are in debt on account from ₹100 to ₹500; almost all recently borrowed. No debt on bond. Said to be many men in village who owe nothing.

31. *Patas village Registrar: Registrar for nine years: Furthest village 10 miles off: 500 deeds a year*—

General. Most deeds registered between April and July, because then hardest to live, and leases renewed. Mortgages with possessions are most numerous, and are taking the place of simple mortgages, because creditors can recover interest in the form of rent through the Mámlatdár. Simple bonds are decreasing. Very few copies are taken. Parties bring their witnesses with them.

32. *Kurkumb ryots: 77 holders: 6 present, and 5 co-sharers.*—

General. Act has benefited money-lenders, because they have to go first to Conciliators, and then to Court. Has done ryots neither good nor harm. Can borrow just the same as ever (one man says can't borrow ₹5 without selling land).

Sales, mortgages, debts. None of them have sold their land. One has mortgaged his land (simple) for ₹300, and owes ₹700 on bond five years old. *All* owe something on account: ₹25, ₹30, ₹50, and one ₹100. Can't borrow any large sums without selling.

Redemptions. Two men have redeemed land since Act—

(1) Land mortgaged with possession for ₹300. Ten years later paid ₹200 and got it back by private arrangement.

(2) Doesn't know details of mortgage. Creditor claimed ₹400; Conciliator awarded ₹125 which he paid and recovered his land.

Suits. One man owes in three suits ₹300, ₹500, ₹350 in instalments of ₹50, ₹75, ₹75. All these suits settled privately. Has paid the only instalment that has fallen due.

Registration. Registration no hardship, except that have to take witnesses to identify.

33. *Wásunda ryots: 35 holders: 2 present.*—

General. Act has done us harm, because we have to pay witnesses to identify us before Registrars; and because lenders make us sell or mortgage our land, with or without possession, and take leases in which interest is shown as rent. They lend us small sums for maintenance, on account, which we repay from our crops. Act has decreased our debt. We certainly owe less of late years; but can't say why. Can't say whether easier to borrow or not; it depends on each man's necessity. We generally sell our produce to our money-lenders, but we fix the rate beforehand, and measure it ourselves. Nobody in the village has ever been sued under the Act.

Debts. One man owes ₹400 on account, dating from some years back. Borrowed nothing last year. The other owes ₹40 on account, which he took last year.

34. *Wasunda money-lenders: 2 present*—One lost much money on old bonds at the famine time. Are now all time-barred, and can't recover. No longer lends, but lives by trade. The other has ₹2,000 out on loan; all on account. Lends up to ₹150 on account readily enough. Lends a little less than formerly; but not much difference. Recovers his money from the crops. Neither of them has ever sued since Act. Do not object to Act, which does them no harm.

35. *Kanagaon money-lenders: one Márwári two Gujars: one Lingayat, all residents for two generations at least. Six others in village, and four or five agriculturists lend money also.*

General. —Act has not affected them in any way. Has not decreased their business. Business of one is improving; of another has decreased, because his father invested capital in land; of a third has decreased because much was spent on a marriage; of the fourth is as before. When pressed, say that the necessity for registering all deeds diminishes their business. No money-lender has left the village or left off lending of late years.

Contraction of business.

Suits. One has had two suits on mortgage, and four or five on bonds, within seven years. Has decrees; some with instalments, which he did not want. Some instalments have been paid; others have not, but has not taken out execution, because no crops this year, and debtors will pay eventually. No objection to any procedure in Court. In some cases claim cut down. Has never known instalments fixed when debtor could have paid all at once; but had one case in which he got a decree for ₹50, in five instalments, when the debtor could have paid ₹30, by selling his cattle.

Course of business. One has about ₹2,000 out on loan: ₹600 on account, ₹400 on bond, and ₹1,000 on mortgages, of which two are simple and five or six with possession. Has bought four numbers in recent years. Ten days ago took four simple bonds. Another has ₹450 out, of which ₹150 on account, ₹225 on bond, and ₹80 on mortgage. Has bought land from a money-lending *teli*. A third has ₹1,000 out, and has bought land from a barber, and has other land which his father got by money-lending 15 to 20 years ago.

Payment of revenue. There is no kharif in village, and crops seldom ripe in time for first instalment, though gram sometimes is. So ryots borrow on personal security, or on their standing crops, to be delivered at a low rate after harvest. Some few pay from stored grain, if they have it. But since the famine, grain is seldom stored.

Disposal of produce. Ryots take their grain to market themselves as a rule; sometimes as far as Poona, in their own carts. Sometimes, especially in good years, they sell the standing crops to buyers from Poona. The buyer estimates the total field, pays half the price down and the rest at the harvest, takes charge of the field, harvests it, and takes the profit or loss. Ryots hoard the surplus in the form of jewels, which they sell in bad years.

36. *Kangaon ryots: 175 holders: 28 present.*

General. —No irrigation. Act has done us good, because cattle and houses and land not sold; in fact, it has enabled us to live. Also, are able to redeem mortgaged land which creditors have held for a long time. But the registration troubles us; and money-lenders won't lend on mortgage, but insist on sale, so as to avoid producing their books in Court. It is more difficult to borrow now, because lenders are afraid, because Government does not allow more than 12 per cent. interest. Before the Act we did not even give our land in simple mortgage; but now many have sold land. We are not more in debt than formerly; in fact, we are less in debt, because it is more difficult to borrow, and because there is now a publicity about borrowing which prevents people from doing it.

Sales. Only three present have sold land—

(1) Four years ago sold 25 acres assessed at ₹16 for ₹200: ₹100 for old debts, and the rest cash. Has as much land again. Cultivates and pays revenue, and ₹50 rent. Also owes ₹100 on account to two creditors.

(2) Seven years ago sold 12½ acres for ₹100; ₹20 for revenue, and ₹80 old debts: revenue ₹6-8. Cultivates and pays revenue and ₹24 rent. Also owes ₹40 on sale deed of 10 acres, five years old. Cultivates, and pays ₹6-8 revenue and ₹12 rent. Verbal promise to reconvey in both cases. Also owes ₹60 on mortgage with possession, and ₹60 to ₹80 on account.

(3) Sold 15 acres three years ago for ₹90 for revenue and bullocks and maintenance. Owns 25 acres more. Cultivates, and pays ₹14 revenue and ₹20 rent. Money-lender will reconvey when I pay up. Owes ₹10 on account.

Mortgage and debt. Four present have mortgaged their land. All still cultivate it. All the rest are in debt, some on bond and some on account. They could borrow so because they did not owe much, so had better credit. Only four or five men in the village who owe nothing.

About 20 men in village have redeemed their land within 5 or 6 years. All but one, by private arrangement. In some cases, before Conciliator. Perhaps should have got better terms if we had sued; but there were the costs; and other money-lenders won't lend if you sue one of them. They all paid the mortgage debts without re-mortgaging; in cash, fodder, grain, etc.

Redemption.

Have to pay ₹5 or ₹8 to register a deed. Have to go to Registrar's village, and take witnesses, and pay fees; and by that time the occasion has passed away. If it was not for registration, could write a bond then and there. We can't make men from our own village go so far; so pay 2 annas to 4 annas and get witnesses on the spot. Registration increases fraud, rather than prevents it; as Registrar does not know the parties personally; and the same land is often mortgaged to 2 or 3 people, and false witnesses brought for identification. Either have *no* registration; or have it in one's own village.

Registration.

37. *Nandgaon ryots: 93 holders: 6 present.*—Under Act the money-lenders ruin us. They make us mortgage our land for old debt. Give cash before Registrar and take it away again. Can't get more advances without mortgage to cover both old and new; then take back the old. Since 2 or 3 years ago, demand sale, so as to get possession if rent is not paid.

General.

Alienation and Debt.

(1) Mortgaged land for ₹300 of old debt six months ago.

(2) Owes ₹200 on account, of which ₹100 borrowed last year.

(3) Owed ₹75. Borrowed ₹75 more, gave simple mortgage. Received ₹150 before Registrar, and returned ₹75. The ₹75 was for a marriage. Interest 24 per cent.

(4) Owes ₹83 on simple mortgage 3 years old. Repaid ₹80 two years ago, and six months ago paid grain for interest. Has no receipts; and creditor won't return the deed. Owes ₹25 on account also.

(5) Sold land seven years ago for ₹100. Paid revenue ₹30, and rent ₹18 for two years. The third year did not pay, so creditor took possession. Has another number mortgaged for ₹35. Pays ₹11 revenue, and ¼ of produce as rent.

38. *Hingni Ryots: 60 holders: 12 present; ¼ kharif, ¼ rabi. No canal.*

Act has done neither good nor harm. If want money, can get it. Money-lenders don't make us sell our lands. We borrow; but we repay also. We borrow on account, or with a surety; occasionally on mortgage.

General.

Nobody present has sold or mortgaged land; but two or three men in village have done so. Kulkarni says books show three mortgages with possession and five without in 60 holdings. *No* sale.

Alienation and debt.

Land poor. Assessment ₹0-6 to ₹0-7 an acre. Pay first instalment from proceeds of bájri if rain has been good. If bad, borrow on security of standing jawár.

Payment of revenue.

39. *Daund, Conciliator and Village Munsif for 10 years; also patel, and lends money.*—Has 7 or 8 conciliation cases and 12 Munsif cases in his books for last year. Has applied often for clerk and can't get one; so only enters those cases in which no agreement is come to and a certificate is required. Settles numerous cases in both capacities without entering them. Sometimes the parties reduce the terms to a bond. Sends no agreements to Court. His practice creates the minimum of friction between the parties. Money-lenders tell him that ryots act up to his decisions. [Assistant Special Judge says this man intelligent, honest, and influential. What he says is true; and the people accept and carry out his decisions.]

General.

Act has benefited some and injured others. Men with credit can borrow as before; but those who have none have to sell their land, because they won't pay regularly, and if land sold, creditor can recover. Mortgages not so good security as before Act. Conciliation good, because it inquires into history and cuts down unreasonable claims. Very many men in Dhond and elsewhere have thus been enabled to redeem their land, which they could not have done without Act. Many people have reduced their debt under the Act. Many creditors now settle their disputes privately on reasonable terms, knowing that Court will not give unreasonable claims. It is in a way good that men should not be able to borrow, and so live within their means. But on the other hand *must* borrow: can't get on without it. When land sold, old owner generally cultivates. Always verbal promise to reconvey; and interest treated as rent. Known several cases in which land has been so repurchased. Mentions some; and one in which old owner was allowed to repurchase at the sale price though a third party offered more [money-lender, present, confirms this]. Money-lenders and ryots are on good terms.

Operation of Act.

People complain of registration, though Village Registrar lives in village, because of cost of witnesses, etc. It cost ₹1 to register a ₹10 bond It certainly prevents forgery, or false entries in deeds; but these always very rare. Lender always takes back so much of consideration as re-

Registration.

presents old debts, after registration. This is *always* done. Thus he is able to renew old or time-barred bonds. Good for large sums; bad for small.

Payment of revenue. Dhond ryots pay first instalment by selling standing crops, to be delivered after harvest, at rates which are fixed low at time, so as to cover lender's risk of fall of the market.

General. 40. *Daund Village Registrar.*—Been Registrar for 9 years. Farthest village 9 miles off. Number of mortgages increasing, and of sales and bonds decreasing. Leases increasing year by year. Copies very seldom taken. No charge for them. His books shew that almost *all* the mortgages are simple.

41. *Daund ryots: 105 holders: 75 present.*—Agree generally with what Conciliator said (39 above) about Act. Registration bad. Have to pay witnesses, and bribe Registrar. Lenders take sales instead of mortgages, to avoid having to produce their books in Court. Lenders won't lend except on sale to those who have redeemed their land.

Sales. Four present have sold land—

(1) Pays ₹150 revenue. Sold some land 10 years ago for ₹750 to pay ₹500 old debts to other money-lenders, and for revenue and maintenance. Sold other land and a house 2 years ago. [Said to be a spendthrift, always borrowing.]

(2) Sold land 8 years ago for ₹1,000 to pay ₹500 old debts to the purchaser and ₹500 to another creditor. Cultivates, and pays ₹14 revenue and ₹90 rent. Has paid regularly. Verbal promise to reconvey, and expects to redeem. Owes ₹200 to ₹300 besides on account.

(3) Sold land 3 years ago for ₹100 for bullocks. Pays ₹16-8 revenue and ₹25 rent. Has repaid ₹50 of the purchase-money, and still owes ₹50. No receipts. Verbal promise to reconvey, to which he trusts.

(4) Sold land 7 years ago for ₹40. He and his brother own together; but lender would not buy a half share, so they sold the whole for ₹80, and his brother repaid his ₹40 at once. Wanted the money to pay revenue. Cultivates, and pays revenue and ₹30 rent for his share. But has since borrowed ₹100 more on the same land to buy bullocks; and the ₹30 is on the whole ₹140.

Redemptions. Three present have redeemed land under Act—

(1) Mortgaged for ₹750, and creditor held the land for 10 years. Three years ago paid ₹150, and redeemed it. But Railway had paid creditor ₹250 compensation for part taken up. Paid ₹150 in two instalments, and got land. Case settled by village *panch*, not in Court.

(2) Mortgaged for ₹,3000. Went to Court. Creditor claimed ₹10,000. Decree for ₹3,000 plus ₹1,500 interest, four years after mortgage. Interest 18 per cent. None paid; but creditor had possession of the mortgaged house. Court allowed 12 per cent. interest, and deducted rent. Money had to be paid in two years, and has been paid. The ₹3,000 was received in cash in the first instance.

(3) Mortgage for ₹125 with possession. Sued to redeem. Decree for ₹118. On appeal, reduced to ₹75, which paid and got back land.

Suits. There is only one man in the village who has ever been sued under the Act. He is a chamár, and was sued to eject him from a tenancy.

Marriage. A Kunbi spends ₹75 to ₹100 at the *least* (some say ₹125) on a marriage; and as high as ₹200 and ₹300. [Give instances.] A patel will spend ₹400 to ₹500.

42. *Girim ryots: 76 holders; 13 present.*—General. Act has done us both good and harm. Good, in that houses and land and cattle no longer attached. Harm, because lending stopped, or on sale-deeds only. Sale allows creditor to take proceeds of land for as long as he chooses; and sometimes he will not reconvey. Now more difficult to borrow, because lenders have contracted their business, because the law puts obstacles in their way, so profits less. Rate of interest has decreased. Exemption of land, etc., from sale prevents lending. If lenders would lend more freely, ryots would have more cattle and food and better clothes, and cultivation would be more productive. Old debts have been cleared off; and are less in debt now than before. The benefits of Act are greater than the harm. Exemption from sale good, even if standard of living lower. Can't get enough cattle. Government should give *taqávi* more freely. Apply for it, but can't get it.

Sales. Two present have sold land—

(1) Sold land assessed at ₹5, three years ago, nominally for ₹80; cash ₹30, and ₹50, interest for five years at

₹10 a year. Creditor in possession and cultivates. Verbal promise to reconvey after five years on payment of ₹30, plus interest at 37½ per cent. Is saving money to repay, and depositing with a third person, as creditor won't receive it till five years are up. Creditor pays revenue.

(2) Brother sold land 11 years ago for ₹70, but ₹100 entered in deed. Brother dead. Sold for marriage expenses. Has repaid ₹70 and still owes ₹30.

Mortgages.

Two present have mortgaged land; both simple mortgages. The patel pays 15 per cent. interest, and the other man, a chamár, only 12 per cent., because his land has two wells.

Suits.

Only one man present has been sued. Bond for ₹100, claim ₹200. Private agreement to pay ₹150 in ten instalments. Never got into Court at all: stopped at the Conciliator.

Payment of revenue.

Pay revenue, some from private means; but most borrow on account, or if no credit, sell standing crops.

General.

43. *Girim, money-lender.*—A mali from Ahmadnagar, 11 years in village, where owns and cultivates land, which he bought on the death of the owner without heirs. No Marwari in village. Some agriculturists lend a little. Has ₹1,200 lent on mortgage to a Brahman of Pátas; and lends ₹75 to ₹100 a year besides; say, ₹300 in all.

Operation of Act.

Act is good, as it prevents people from borrowing recklessly, and makes them thrifty. Sued one man for ₹2,000 and got a decree with instalments of ₹150 a year without interest. Had lent ₹1,700 four years before at 14¼ per cent. This was unfair. Objects to instalments without interest, and to exemption of mortgaged land from sale, and of property from attachment, as this makes it very difficult to execute decrees. His instalments have been paid regularly.

44. *Daund money-lenders: 5 Gújárs, 2 Márwáris, 1 Mahratta present. All here for two generations.*—No money-lender has left village or given up lending since Act. Lend less than formerly; partly because of bad seasons, and partly because of the trouble of registration, and for fear of instalments; and partly because trade, in which they are all concerned, is more profitable since the Railway came. Also, because lost money in famine through people leaving village. One man lends on jewels only.

Contraction of business.

General.

Two of them only have bought land; and both reconveyed it to old owners on repayment of purchase-money. None of them have ever sued in Court. All keep ledgers; and one of them keeps two books. The ryots pay their debts as well as they can; but not so regularly as of old.

45. *Sonwari ryots: 33 holders: 11 present.*—Know nothing about Act. Have nothing to complain of except the seasons. Have never sold or mortgaged any land; their debts are on account or bond. No money-lender in village. Have to borrow to pay revenue, if cannot pay out of savings or by sale of cattle. Borrow by selling standing crops to money-lender at Dond. So, too, for marriages, on bond, say, ₹100 or ₹75 at the least. Assessment annas 12 to ₹1 per acre. Great demand for carts and labour owing to proximity of Railway station; so no encumbrances on land.

General.

Payment of revenue.

Marriages.

Alienations and debt.

The 11 men present, none of whom have alienated or encumbered their land, owe as follows:—

(1) ₹100 on account; borrowed last year at 19 per cent.

(2) ₹125 on account, at 12 per cent. Recent.

(3) ₹350 on bond (at 12 per cent.) and account (at 14 per cent.) Dates from famine, and increased lately because crops bad.

(4) ₹150 on account, at 24 per cent.: some of it is recent.

(5) ₹200 on bond and ₹100 on account, at 25 per cent., some of it borrowed last year.

(6) ₹125 on bond two years old, and ₹75 on account last year: 24 per cent. interest.

(7) ₹50 on bond and ₹75 on account. Pays 30 per cent., because poor. Not asked to sell or mortgage.

(8) Owes nothing: Kulkarni.

(9) 15 maunds grain, worth ₹125 (*sic.*).

(10) ₹5 or ₹6 on account.

(11) ₹125 on bond and ₹75 on account, at 24 per cent. Some of it recent.

46. *Khorwari ryots: 68 holders: 9 present.*—Know nothing about Act. Have never had a suit in village: settle their affairs privately. Can borrow money just as easily as ever. A man without credit may perhaps have to mortgage his land. Nobody in village has sold land: 3 have mortgaged, all present. Are just now more in debt than before. When crops are bad, debts increase; when good, they decrease. Do not earn money by labour or carting. Pay first instalment by sellig nstanding crops.

General.

Payment of revenue.

No sales and only 3 mortgages in village. The mortgagors are present—

Alienation and debt.

(1) mortgaged beyond all memory;

(2) owed R200 on bond. Gave simple mortgage for R300. Repaid that and borrowed another R50, which still due on bond, at 24 per cent. Owes R250 more on bond two years old at 24 per cent.

(3) Mortgaged (simple) last year for R150 to pay revenue, at 24 per cent. No other debt.

The other six men present owe—

(4) R50 on bond at 24 per cent. for marriage of son (patel), which cost R150.

(5) R100 on bond at 24 per cent.

(6) R10 on account.

(7) R75 on bond and R25 on account at 24 per cent.

(8) R25 on bond three years old at 24 per cent.

(9) Owed R200, but paid it. Now borrowed R50 on account to make a well at 15 per cent.

47. *Supa Village Registrar.*—Village Registrar for five years; and also Sub-Registrar for two years.

General.

Bonds more numerous than either sales or mortgages, even if only agriculturists are considered. Sale-deeds often accompanied by leases, but by no means always. Parties often disagree about terms, and then I send them away. Sometimes they don't return. When I remonstrate with a ryot for selling outright, he sometimes explains that there is a verbal promise to reconvey, and the lender admits it, but won't have it put into the deed; I don't know why. They prefer sale to mortgage, because it saves them from producing their accounts in Court.

48. *Supa Conciliator.*—Conciliator for five years. Last year 125 cases and 22 agreements. In only one or two cases did parties come together with ready-made agreements. In some fifteen cases, both parties appeared, but no agreement was arrived at. I sometimes adjourn a case, to get parties to agree. Generally interest cut down, not principal. Compromises generally fair; but no means of judging if parties agree.

General.

His agreements for 1891 are examined; and are as follows: In *all* cases if one or two instalment fall overdue, the whole to be realisable at once.

Agreements.

(1) Lent R23 to pay revenue in May 1887. Interest at 37½ per cent. Paid R13-8; due R32-8. Claims *dam dopat*. Defendant summoned. R16-8 cut. R16 to be paid in three annual instalments.

(2) House mortgaged in June 1891, for R380 for six years. Borrowed R75 more orally on same mortgage in June 1877. Principal due R455. In possession, so no interest due. Defendant summoned. To pay R455 in annual instalments of R65, and to get possession of house.

(3) Land assessed at R15, mortgaged for R80 at 30 per cent.; R143 due. Asks for sale of land. Defendant summoned. Cut R18. Pay R125 in two 8-monthly instalments. If not paid, sell land.

(4) Borrowed R94-8 in October 1888 at 18 per cent., amounting to R137; R12 paid; claims R125. Both parties appeared together. Plaintiff remits R30-8. Defendant to pay R94-8 in five annual instalments. [Probably a fictitious case.]

(5) Borrowed R300 in June 1872 on simple mortgage for one year at 24 per cent. Claim R600. Defendant summoned. Cut R175. Pay R425 in nine annual instalments.

(6) Same parties as No. (5). Borrowed R300 in 1869 on simple mortgage for three months at 24 per cent. Claim R600. Cut R175. Pay R425 in nine annual instalments.

(7) Borrowed R21 in July 1889 at 28 per cent. Claims R30-4. Defendant summoned. Cut R1-4. Pay R29, with three months' grace.

(8) Borrowed R59 in January 1890 at 28 per cent. Claim R81-12. Defendant summoned. Cut R1-12. Pay R80 in three annual instalments. Parties appeared together four days before date fixed.

(9) Lent R100 on bond of July 1888 at 18 per cent. In all R145. Paid R50. Claim R95. Defendant summoned three times. Cut R5. Pay R90 in three annual instalments.

(10) Various advances up to R5-4 at 37½ per cent. Claim R10-8. Defendant summoned. Cut R4. Pay R6-8.

(11) Borrowed R6-8 in January 1889, and goods for R6-12 in January 1891. Interest at 37½ per cent. Claim R22-13. Defendant summoned. Cut R14-13. Pay R8.

(12) Bought goods for R4-9-6, in June 1889, and for R7-11 later. Interest 37½ per cent. Paid R1. Claim R18-9. Defendant summoned. Cut R3-9. Pay R15 in two annual instalments.

(13) Advance of R11-4 and goods for R6-9. Interest at 37½ per cent. R8-5. Claim R26-2-6. Defendant summoned. Cut R5-2-6. Pay R21 in two annual instalments.

(14) Parties appeared together. Advance of R10 in May 1885 and interest at 37½ per cent. Claim R20. Cut R2 Pay R18 in two annual instalments.

(15) Borrowed R7-7 in December 1888. Interest at 37½ per cent., R5-12. Claim R13-3. Defendant summoned. Cut R4-3. Pay R6 in two annual instalments.

(16) Parties appeared together. Balance of R5-3 struck in April 1890. Interest at 19 per cent. is R1-2. Claim R6-5. Cut annas 5. Pay R6.

(17) Both parties appeared together. Mortgage bond in May 1889 for R100, which was principal and interest due in March 1889. Rupees 125 further principal and interest fell due in March 1890, and R125 similarly again in March 1891. Claims R350 as above, and R144-6 interest at 18 per cent. Paid R46. Sues for balance of R448. Defendant agrees that mortgaged land should be sold. Conciliator cut R3-4, and balance R445 was to be paid in two years; or land sold. Interest at 12 per cent. to be paid meanwhile. Sub-Judge sent agreement back for interest to be reduced and further instalments fixed. But parties adhered to the first agreement, which stood. [Probably fictitious case.]

(18) Both parties appear together. Balance of R33-10 struck in June 1889. Interest at 12 per cent. is R8-12. Claim R42-6. Defendant summoned. Cut R8-6. Pay R3-4 in two annual instalments.

(19) Borrowed R10-15 five years ago. Interest 37½ per cent. Claim R21-14. Cut R3-14. Pay R18 in three annual instalments.

(20) Bought goods for R10-2 in May 1890. Interest at 37½ per cent. is R4-1. Defendants summoned. One appears. Claim against other withdrawn. Claim R14-3. Cut R5-3. Pay R9 in two annual instalments.

(21) Borrowed R29 on bond six years ago. Interest at 29 per cent. Claim R58. On enquiry appears that first bond eighteen years' old, and for R16 only; and a second bond (now sued on) taken for this and other advances. Cut R8. Pay R50 in five annual instalments.

49. *Gupa Ryots: 330 holders; 57 present*—

General. Act has done us good, as our land and cattle not sold, so our labour is not lost, and we can pay next year, if not this. Much better off than before. Even if Court attaches property, it leaves us enough to live on. Money-lenders' accounts are examined, which is a great benefit to us, as they can't defraud us, and we pay what is truly due. The Act has reduced our debts, and done us no harm. Some lenders lend on account freely; some ask for sale-deeds. Act has reduced the number of mortgages and the amount of debt. But more sales. More difficult now to borrow without either sale or mortgage.

Sales and mortgages. Very few men in village have sold land; none have mortgaged it. Only those who are heavily in debt already are obliged to sell. Five present have sold land—

(1) Sold land 21 years ago for R250 with verbal promise to reconvey. Period for redemption running out, so sold it to another with a similar promise for R250, with which paid off first man. Cultivates, and pays revenue R14, rent R62. Sold other land last year for R350 to pay money which he had borrowed from another lender at 18 per cent. to make a well. Cultivates, and pays revenue R20, and rent at 18 per cent. equal R63 Has other land assessed at R80.

(2) Sold last year for R300 to make a well. Will repay R200 this year. Has no doubt that land will be restored, as is on good terms with lender. Cultivates and pays revenue R12 and rent at 18 per cent. Owns other land. Owes R75 on account.

(3) Land mortgaged by grandfather. Lender sued for R400. Court gave decree without instalments and ordered sale. So sold half for R600, and paid off debt. Buyer cultivates himself. Owes R150 on mortgage of the other half.

(4) Land was sold by Government for arrears of revenue in famine. Bought it for R70, and conveyed it to man who lent the money. Cultivates and pays revenue R14, and rent at 24 per cent Owns five other numbers, mortgaged for R250 five years ago. Pays revenue R48-8, and rent at 24 per cent., or R60. Owns two other numbers, unencumbered.

(5) Land was mortgaged by father. Could'nt pay interest, so sold it for the mortgage debt of R700. Cultivates and pays revenue R8, and rent

₹56. Has other land mortgaged with possession. Cultivates and pays rent at 24 per cent. Owes also ₹60 on account.

Conciliation. Some say that conciliators are bad, as they favour the money-lenders and write down what they choose; and the ryot does not understand what is being done, and has not sense to object when Court sends notice. Under a conciliator's agreement the mamlatdar can sell land by auction.

Registration. Registration good, as it prevents fraud. But cash given before Registrar, and taken back afterwards. [Village Registrar lives in village.]

50. *Wadhana Ryots: 58 holders: 8 present.*—

General. Act has done us good, as it has saved us our cattle, land and implements. As long as we have them we can cultivate, and therefore can borrow. Our debts have been reduced somewhat; and would have been reduced more but for bad seasons. The Act reduces them, as it enables us to keep our cattle and cultivate, and so pay our debts from the produce. Before the Act, our cattle and implements were sold. Men with any credit can get loans (except very large sums) without pledging land. But for last five or ten years needy men have to sell if they want to borrow; and then, if they don't pay regularly, lender takes the land.

Sales and mortgages. About five or six men in village have sold land; and the same number have mortgaged. Only one present has mortgaged. Three present have sold—

(1) Land mortgaged before famine. Creditor pressed him, so sold to him eight years ago. Has other land made over for seven years to money-lender for ₹400. Five years gone already. Has no other land. Lives by cultivating as tenant. Owes ₹200 or ₹300 on bond at 24 per cent.

(2) Land, worth ₹250, and assessed at ₹7, was mortgaged for ₹100. Six months ago took ₹80 more and sold it to pay another debt. Has other land unencumbered. Owes ₹100 on account.

(3) Sold 4 years ago for ₹50 to make a well. Pays revenue, and ₹15 rent. Owns other land unencumbered. Revenue of both lands is ₹6. Has borrowed ₹50 from same lender on account since the sale.

Suits. Two present have been sued under Act—

(1) before conciliator only, two years ago. Two suits [can give no intelligible details].

(2) money-lender sued him unsuccessfully to recover land that had been mortgaged, and redeemed by his father. Father dead, and sons quarrelled.

Payment of revenue. Pay first instalment by borrowing on standing crops at fixed low rates. If no crops, mortgage land, or sell. Don't know what they will do this year. [A Brahmin of Supa who owns land here says he will not have to borrow, because he has a good deal of *Kharif* land in Supa.]

51. *Morgaon Conciliator.*—

General. Pensioned schoolmaster, appointed five months ago; 49 cases and 16 agreements. In four and five cases parties have come together with ready-made agreements. Has often adjourned cases, two or three times, for two months or more. Has never had to object to an agreement made by parties. Never goes further back than the bond.

52. *Morgaon ryots: 114 holders: 23 present and 31 co-sharers.*—

General. Act very good. Cattle and land can't be sold; and they are free to cultivate their land. Want 24 per cent. interest to be cut down to 12 per cent. or 18 per cent. Debts not decreased lately, because of bad seasons; but would have been still heavier but for Act. Indebtedness has decreased since Act was passed. Cannot borrow so easily as before, which is bad. Have redeemed no land, but have mortgaged more because of registration, as lenders will not lend now without mortgage, as they used to do. That is because of registration. Well-to-do men can borrow on account still; but men who are heavily in debt, or whose lands are encumbered, have to mortgage.

Sales and mortgages. Twelve present have mortgaged land: 3 with possession, and 9 without. Two present have sold land—

(1) Land was mortgaged, creditor pressed, so sold to another man for ₹200 three years ago, and paid off mortgage. Verbal promise to reconvey. Cultivates and pays revenue ₹5 and rent ₹50.

(2) sold land 35 years ago for ₹50. Still cultivates, and pays produce of one number as rent.

Suits. Five present have sued or been sued under Act—

(1) sued to redeem mortgaged land; still pending.

(2) was sued last for year for possession of land, and decree given, though land not really mortgaged. Had no summons from conciliator.

(3) Creditor sued for ₹740 on a bond for ₹370, ancestral debt, twenty-five years

old. When went into Court, called for money-lender's accounts, upon which private settlement made. Agreed to pay ₹300 in twelve instalments of ₹25; if one overdue, land to be sold. One is now overdue, and date for auction-sale of land is fixed.

(4) Sued to redeem irrigated land assessed at ₹5, and mortgaged for ₹500 with possession. Decree for redemption on payment of ₹122. Has raised money by selling another bit of land. Lender has appealed.

(5) Borrowed ₹50, and paid ₹12 a year interest, for ten years. Then could not pay one year, so creditor took a fresh bond for ₹75, repayable in four years at ₹22 a year, including interest. Has paid ₹25. Then creditor sued on first bond. Was not summoned by conciliator. Was summoned by Court, but did not go, because thought suit was for interest on second bond. Now finds it is on first bond. Suit still pending.

Payment of revenue.

If crops not ready for sale, pay first instalment by borrowing on standing crops. Bajri and maize would be ready for sale by then. But very little *kharif* in last few years, because of scanty rain.

53. *Morgaon money-lenders: 7 Gujars, 1 Marwari, 1 Teli.*—Six of them resident for ten generations.

Operation of Act.

Act has injured us, because cannot recover more than *dam dopat* and instalments are fixed. We borrow from others and have to pay; so lose money. Conciliation is good, as it affords cheap means of settlement. Registration is costly, and harmful to borrowers, as it prevents our lending small sums on bond. The limitation law is unfair; the period should be the same for all.

Execution of decrees.

There is a difficulty in executing decrees, as land and cattle are exempt. We can attach crops; but that causes loss to both parties, as court appoints a guardian, whether we will or no, who has to be paid; and crops always sold below their value. No one of us has ever attached crops, except once, which led to a private settlement. But know a case in which crops sold for ₹100, that had cost ₹200 to watch and garner. We never take bonds in part satisfaction of decree.

Contraction and course of business.

No money-lender has left the village; in fact, two new Gujars have come lately. One man has left off lending because of loss in the riots. Lend less than before, because lost much of our capital in famine and riots; also because Courts call for our accounts of old debts, and fix instalments for new debts, and it is difficult to recover because of the exemption of land and cattle. We all lend on borrowed capital, for which we pay 6 per cent to 12 per cent., or less if we pledge jewels for it. We borrow in Poona, and settle yearly. All keep ledgers; only two keep day-books as well. With an honest debtor we do not sue till limitation nearly expired. If not honest, sue sooner. Also depends on our own need for money. If have to repay borrowed capital, must recover. The Kunbis sometimes pledge jewels for small sums.

Personal relations.

Our minds are embittered. Have not forgiven those who plundered us in the riots. Have to produce our accounts in Court under the Act. Ryots are dissatisfied with us because we won't lend; but they won't pay *anything*. [Money-lenders and ryots both present; apparently on best of terms.]

Suits.

Three present have instalment-decrees—

(1) Has three instalment-decrees two or three years old for ₹60, ₹50, ₹20: all for *dam dopat*. Recovered sums by attachment.

(2) Has three instalment-decrees for ₹16, ₹40, ₹50; all for *dam dopat*. All that have fallen due have been paid.

(3) Has one or two recent decrees. Nothing overdue on them. Has five or six old decrees dating from after the riots. They have been paid, though not regularly; but expects to recover his money. Has lost nothing. Has ₹3,000 to ₹4,000 out on loan.

54. *Deulgaon Rasál ryots: 50 holders: 13 present.*—Act has done no good. Still a good deal in debt; but less than before, because money-lenders don't lend so freely as before, so we are more careful. They lend freely enough on sale-deeds; but won't lend without; so we borrow less. Formerly could sell up our land and cattle: now they can't, so lend less readily. This is good for us. But we have to sell when we must have money. Nobody present has sold his land; but some have mortgaged it, and their creditors are pressing them.

General.

Sales and mortgages.

Nobody present has sold land. Seven have mortgaged, one with possession, and the rest simple.

Suits.

Nobody present has been in Court or before conciliator for last ten or fifteen years. One summoned by conciliator, but did not go.

Registration is costly. Can't get a little money on bond without paying for registration. It does prevent false claims; but does more harm than good.

Registration.

Pay first instalment by selling standing crops. No kharif for some years; though when rains good, half rabi and half kharif.

Payment of revenue.

Are not on good terms with our money-lenders, as they grasp at our land. When they get it, then we are on good terms. Our money-lenders are Kunbis, like ourselves.

Personal relations.

55. *Ambi Budrukh Ryots: 44 holders: 10 present.*—An alienated village. Only one agricultural money-lender in village. Irrigation.

Less in debt than before, because live more carefully, and borrow less, and work harder, and use more manure. Our old debts were wiped out by the famine. More difficult now to borrow, because of bad seasons: it varies with our credit and the state of our crops. It is not permanently more difficult to borrow. Assignee suspends or remits our revenue in bad years.

General.

Nobody present has sold land. Two have mortgaged land within last four years; one simple and one with possession. The money-lender (present) has only four numbers in mortgage to him in the whole village.

Sales and mortgages.

There has only been one case before conciliator, and no suit in village. Man not present.

Suits.

Registration costly, and no use. Only advantage is that it makes money-lender lower his interest, as Registrar can't allow excessive interest.

Registration.

Pay first instalment by selling standing crops. But in bad years the Assignee suspends or remits our revenues. For instance, in 1881 and 1882 he remitted a quarter of the demand. Can't say what he will do this year.

Payment of revenue.

56. *Ambi Khurd Ryots: 42 holders: 11 present.*—Less in debt than before, because the money-lenders oppress us, so we live more carefully, and don't borrow so much as formerly. We get on without loans by borrowing small sums among ourselves.

General.

One man has lost his land and gone to Poona. Nobody else in village has sold land; and only one woman mortgaged it. There may be one or two other mortgages. None among those present. The widow says her husband redeemed the land, and new money-lender has sued and recovered it. She did not appear, as she had no money to defend suit.

Sales and mortgages.

No other suits in village, nor any conciliation case.

Suits.

Registration is troublesome, because one has to take witnesses. But none of us have ever been before the Registrar.

Registration.

Pay first instalment by selling standing crops. Very little kharif, even in good year. Last year 372 acres kharif and 2,271 rabi.

Payment of revenue.

57. *Koroli Ryots: 55 holders: 4 present.*—Most of holders are non-resident.

Koroli.

Act good, because cattle, houses, and land are exempt from sale. Are in debt a little, but less than formerly, because of Act, and because have had some good years. Can borrow money as easily as ever; and at the same rate of interest. But man with bad credit can't borrow without pledging land; and have to pledge land worth R200 to get R25. Used to get it without pledging land; but then the money-lender got the land in the end by selling him up. Better as it is now.

General.

No sales in village; but 4 men have mortgaged land (all simple mortgage), of whom one has redeemed it again.

Sales and mortgages.

Have had no suits or conciliation in the village, as we are on good terms with money-lender.

Suits.

58. *Supa Money-lenders.*—[10 or 15 money-lenders in village. Many were present for two days, but could not be heard. On third day, only two brothers appeared.]

General. Operation of Act.

Both old residents. Lend less than before, because cannot now attach houses, land, or cattle, or imprison our debtors. They can lock up their houses and defy us, and we can't execute our decrees. We still lend to men of good credit. If a man of bad credit must borrow, he has to give a simple mortgage. We never take a mortgage with possession, as then we have to produce our accounts. Better to leave the land in owner's possession, as we can't recover the rent. In mortgages with possession it is assumed that we have received rent, and we are debited with it, whether paid or not. In simple mortgages, we are debited only with what has actually been paid. Mámlatdár assists to recover rent; but if there is no property, can't recover. Can't instance any case in which there has been this difficulty; but on our pleader's advice we took some mortgages with possession to conciliator and got them changed to simple mortgages. Have one or two numbers in simple mortgage and one number sold 3 years ago by a man who sold

a part to redeem the rest. Sold for R200. Would lend him R200 to-morrow on account if he wanted it; but he had more land than he could cultivate, and preferred to sell. Have had 2 or 3 cases in Court during last ten years. Object to having to produce accounts. Object also to instalments not bearing interest, as they have to pay interest on their borrowed capital. No objection to instalments, if interest allowed. Courts allow 24 per cent interest on sums under R100, and 12 per cent. on sums over R100. Conciliators won't allow interest on instalments. Won't accept instalments before conciliator when claim is for a cash advance, and not for old debts. But Courts give instalments, even in such cases.

Conciliation.

Has had about 100 cases before conciliator in ten years; and about 30 agreements The system is good, as it saves both parties trouble and expense; only defendant does not always appear. Generally goes to conciliator who lives nearest to debtor's village, in hopes of his appearing. If one conciliator can't arrive at a settlement, goes to another, sometimes. Official conciliators have not enough leisure. Pensioners are best. Sometimes first arrange instalments with debtor, and then go to conciliator to record agreement. When got a certificate often don't sue, because case is often privately settled, or a new bond given. In that case go to conciliator or Registrar to record the terms; but debtor often will not go to conciliator, because his record has the force of a decree.

Execution of decree.

No use attaching crops, because they are sold as soon as they are sown. Also, it is expensive, as have to pay a watcher. Very difficult to recover the debts of a dead man, as the heir makes away with his movable property, and his land is not liable. [Assistant Special Judge explains that Subordinate Judges sometimes refuse to take inherited land into account in fixing the liability of the heir.]

Registration.

Registration is very bad for both parties, and checks lending. It costs 4 annas to register a bond for R5.

Contraction of business.

Two money-lenders left the village and sold their houses because they could not recover their debts: one three years, and the other six years after the riots. Two others have left off money-lending within last six or seven years. [One of these men presently appeared. Is a brazier. Used to lend money; but after riots the ryots refused to renew their bonds, and he had no money to sue with, and people left the village in the famine, and his debts became time-barred; so some ten years ago gave up money-lending, and lives on land formerly got from debtors.]

59. *Tardoli ryots: 65 holders, 12 present.*—

General.

Never heard of any Act. Know that our land and cattle are exempt from sale, which is good. More in debt than before, because of bad seasons, and the way in which lenders pile up the interest. They take from 12 per cent. to 24 per cent., or even 37½ per cent., according to the need of the borrower. Rate of interest is as high as ever.

Sales and mortgages.

One woman present has sold land. Was mortgaged and wanted more money to marry her son. Six present have mortgaged, four simple, and two with possession.

(1) Two years ago for R400 and another number for R300; both simple.

(2) One year ago for R300 with possession, to make a well. Cultivates and pays revenue R17 and rent at 24 per cent., or R72.

(3) Father mortgaged. No particulars known.

(4) For R400 for brother's debts. Nominally R400, but agreed that R250 really due. Creditor to hold land for five years at R50 a year. Cultivates, and pays R13 revenue, and R50 as rent, as above.

(5) A year ago for R45 for revenue and bullocks with possession. The creditor (the Kulkarni) cultivates. Has other land free of encumbrances. Owes R38 on account.

(6) Last year for R300 for old debts at 24 per cent. Simple mortgage. Has another number. Owes R100 on account.

Redemption.

One man had had land mortgaged with possession for R170. Sued, and got land back without payment.

Payment of revenue.

Pay first instalment by selling standing crops, or if none, borrow on interest. Have no savings to pay from.

60. *Karati ryots: 90 holders; 15 present.*—

An Inam village; surveyed.

General.

Much less in debt than formerly; and many owe nothing at all. Only one man in four in debt. Have paid off a great deal of debt. Find no difficulty in borrowing. Act has made the people much happier. Were formerly much in debt, and the creditor could rob the ryot of everything he had. That is now stopped, and land exempt from sale. Now money-lenders don't lend, so we don't borrow, but help one another instead, and spend 4 annas instead of R1, and are much

better off. Used to be extravagant. Now only go to a money-lender for a marriage, or some such occasions. Marriage costs R125 to R200; more than before, because brides are more expensive. Have to sell land for that; can't get it without. Can sell without Inamdar's leave. If have good credit can get money on mortgage; but not many such.

Marriages.

One present has sold land, and about 10 men in the village (they say). Sold five years ago for R600. Rupees 300 due on account, and R300 to pay off another creditor. Sold another number for R40 for maintenance. [Money-lender says the man left the village and left him to pay the revenue; so obliged to insist on sale.]

Sales.

Five present have mortgaged land: 3 simple, and 2 with possession:—

Mortgages.

(1) This year for R75 simple mortgage, for son's marriage, on which spent R250. Blacksmith.

(2) Three years ago, simple mortgage, for brother's marriage, for R80. Interest 29 per cent. Spent R200; owes nothing else.

(3) Two years after famine for R125 with possession, for bullocks and revenue. Has redeemed half. Owes R100 on bond, and R100 on account.

(4) Two years ago for R100 for son's marriage. Spent R170. Had the other R70 saved. Cultivates, and pays revenue R20, and rent R32. Owes nothing else.

(5) Many years ago, simple mortgage for R525 for old debts, 9 per cent. interest.

Of the remaining 9 men present, one owes money on account, and the rest are free from debt. Some in village owe money on bond; but none present.

Other debts.

About half pay first instalment from savings, and half by selling standing crops. Amount same as in Government village. Inamdar never suspends or remits. Have wells, and work hard, so well off.

Payment of revenue.

No suits in village; and no redemption except privately.

Suits and redemptions.

61. *Karate Money-lender.*—One only in village, old resident. To solvent debtors would lend on account up to R1,000; to others, only on landed security. No longer lends on bond, as cannot attach land. No objection to Act except to Registration, which forces us to pay heavily for small bonds.

62. *Bâbardi Ryots: 84 holders; 22 present.*—Are less in debt than before the Act, because our cattle and land are saved from sale. Those who have credit can borrow on account or on bond; others have to pledge their land.

General.

Four present have sold land; two before the famine, and one in the famine year. The fourth man sold land for R1,300 two years ago, partly to pay off debts to the purchaser, and partly to redeem other mortgaged land which was threatened with sale. Cultivates, and pays R38-8 revenue, and rent at 12 per cent., or R156. Verbal promise to recovery (money lender present, concurs). Has other land recently mortgaged without possession for R350, on which pays 24 per cent. Has recently married two sons, at a cost of R100 each. Said to be four or five others in village who have sold land.

Sales.

Five present have mortgaged land; 4 simple, 1 with possession—

Mortgages.

(1) Six years ago for R400, father's debt at 18 per cent. Has three other numbers unencumbered. Owes R175 on bond, and R100 on account.

(2) Six years ago for R50, to buy a buffalo. Has no other land. Owes R100 on bond.

(3) Twelve years ago for R150. Has one other number, which is sold. Owes R35 on bond and R65 on account.

(4) Two years ago for R200 for old debts. Has other land unencumbered. Owes R64 on account.

(5) Just now for R100 for marriage and fodder. The marriage cost R150.

Marriages cost R100 to R200. Funerals R10 to R75. A man who would spend R150 on a wedding would spend R25 on a funeral.

Marriages and funerals.

Only two present have been in Court under the Act. One sued unsuccessfully to redeem his land. The other was successfully sued by a money-lender for possession of land, which the latter had bought at an auction-sale.

Suits.

63. *Bâbardi money-lender.*—Act has not done him either good or harm; has not affected him. Has many loans out on account, and also on bond. Has had two or three suits in Court; but none against agriculturists.

General.

64. *Morgaon Village Registrar.*—Registrar for two years. Furthest village ten miles off. Mortgages increasing in number: sales and bonds decreasing. Yearly leases (rent notes) increasing greatly, as they are superseding leases for long terms, which have to be registered with the Sub-Registrar at head-quarters. The people com-

General.

plain of the registration system for small sums. Copies very seldom taken, unless there is a dispute, or the agreement is for possession of land for a fixed term. There is no difficulty about identification. Parties bring witnesses, and the patel and kulkarni attend.

65. *Kusegaon Ryots: 48 holders: 11 present.*—

General. Are more in debt than formerly, because of bad seasons. Last year and the year before were both bad. Also, because of the Forest rules. Men with good credit can get money without pledging land; but those with bad credit cannot get it on mortgage even, but have to sell. This

Registration. has been the case since Registration was introduced, because of the cost of Registration. It is a bad system, because the ryot goes off alone with the money-lender to a strange village, and gets confused. Formerly he used to have all his friends round him to advise. Now people have become poor and have no moveable property; so lenders insist on sale. We and our cattle eat less than formerly, because of the difficulty of borrowing.

Sales. Two present have sold their land; but before the famine in both cases. People say none of them owe more than R250 or so, so have not had to sell. But money-lenders now beginning to ask for sale. Nobody in village has sold any land since Act passed.

Mortgages. Two present who have mortgaged land; and there is a third man in the village; that is all—

(1) Simple mortgage for R150, of which R50 old debts and rest for revenue and cost of cultivation. Pays 24 per cent. Has other land unencumbered. Owes a little on account.

(2) Simple mortgage three years ago for R50 for living, at 27 per cent. Has another number unencumbered. Owes R100 on account.

Other debts. The other seven men present owe—

(1) R150 on account.

(2) Nothing.

(3) R100 on bond and R200 on account.

(4) R700 on four bonds, of which R500 recent and R200 old. Pays R80 revenue and has much land, so can borrow on bond at 24 per cent.

(5) R50 on account at 28 per cent. Owns land assessed at R9.

(6) R20 on account.

(7) R100 on two bonds, one quite recent, at 28 per cent.; and R25 on account. Pays R12 revenue.

The land of the village is poor. No black soil or irrigation.

Marriages. Spend R100 to R200 or even R400 on marriages. Men present who have spent R100, which is the most usual amount. When prices are high, spend more, and when low, less. Formerly the boy's father received money; now he has to pay it.

Suits. Nobody in village has ever been in Court, or before the conciliator.

Payment of revenue. Pay first instalment on the standing *rabi* crops, as the proceeds of the *bajri* have already been disposed of; 1,450 acres *kharif* and 1,300 *rabi* last year.

66. *Kusegaon money-lender.*—

General. Kunbi agriculturist. No other in village, either now or formerly. Has never been in Court or before a conciliator. Has bought no land in village. Act has not affected him in any way.

67. *Khor ryots: 81 holders: 19 present, and 12 co-sharers.*—Village half inam, managed by Government. Surveyed. Some 200 acres well land out of 4,200 cultivated.

General. Less in debt than formerly, because of Act. Then land and crops used to be attached; but now we keep the produce of our own fields. Have cleared off most of our old debts by private arrangement. Nobody in the village has ever been in Court, or before a conciliator. No money-lender in the village; so borrow among ourselves, and not of any money-lender. We borrow on account, not on bond. We make money by labour, and by carrying goods to Poona, and by our flocks.

Alienations and debt. Nobody in the village has sold or mortgaged any land. Nobody owes as much as R100; generally R5 to R15.

Payment of revenue. Pay first instalment from savings, or by selling sheep or standing crops. All sorts of people buy the crops; mostly agriculturists, who reap them themselves, and carry them to their own thrashing floors.

Marriages. One present spent R150 last year on his son's marriage. Sold 40 goats for R125.

68. *Naroli Ryots: 56 holders, 6 present.*—

[The people send a message to say that only those who are indebted have come.]

General. Those present are more in debt than formerly. Can't repay ancestral debts, and have had to borrow more. Keep on paying; but debt still in-

creases. Our creditors transfer our debts to their creditors. The speaker has reduced his old debts from R1,200 to R800, and has R50 of new debt. The old debt is ancestral, on a mortgage. His other land is unencumbered. The reduction was effected by payment on an agreement before a conciliator.

Sales and mortgages and debt.

Nobody in the village has sold or mortgaged any land since famine. Nor do any of us owe anything on bond. We borrow on account among ourselves, not from a money-lender. There is no money-lender in the village. One man in the village has given a bond for R35 to a Mahratta agriculturist. The 6 men present owe—

(1) as above;
(2) brother and co-sharer of (1);
(3) borrowed R80. Repaid R100. Was summoned before conciliator, who ordered him to pay R75 in two instalments. Creditor threatened to imprison him, so agreed. Didn't know that he couldn't. Creditor would not let him object before conciliator, or go to Court when notice received. No other debt.
(4) Owes R35 on account;
(5) Rupees 100 on a bond, and R25 on account,
(6) a few rupees on account.

Payment of revenue.

Pay first instalment by selling standing crops or oilseeds.

69. *Morgaon Conciliator* (see No. 51).

Agreements.

His agreements for 1891 were examined as follows. In all cases, if instalment overdue, the whole became realisable:—

(1) Both parties appear together. Borrowed R53 two months ago and R67 one month ago at 12 per cent. Claim R120 and R2-8 interest. Cut 12-8. Pay R110 in four annual instalments (Obviously a fictitious case).
(2) Bought goods for R61 and gave a bond in May 1890. Interest 28 per cent. Claim R85-4-10. Defendant summoned. Parties appear before fixed date. Cut 5-4-10 Pay R80 in four annual instalments.
(3) Borrowed R20 on bond four years ago at 37 per cent. Claim R40 or *dam dopat*. Parties appeared as in (2). Cut R2. Pay R38 in two annual instalments.
(4) Both parties appear together. Borrowed R100 to lend two years ago at 14 per cent. Paid goods worth R37-12. Claim R100 principal and R56 interest, or R156, less R37-12-4 paid or R118-4. Cut R18-4. Pay R100 in four annual instalments;
(5) Borrowed R100 at 37 per cent. on bond seven years ago. Two of four borrowers have paid R50. Sue other two for R50 and R50 interest as *dám dopat*. Defendants summoned. Cut R50. Pay R50 in four annual instalments.
(6) Borrowed R16 at 37 per cent. two years ago. Claim R30-8. Defendant summoned. Cut R1-8. Pay R29 in two annual instalments.
(7) Borrowed R40 on bond at 37 per cent. four years ago. Paid R12-8. Claims R80 as *dám dopat*. Defendant summoned. Cut R10. Pay R70 in five annual instalments.
(8) Two years ago borrowed $2\frac{1}{16}$ maunds of jawar, to be repaid double four months later. Paid nothing. Claim $5\frac{7}{16}$ maunds, or R17-6. Defendant appears by agent. Cut R2-6. Pay R15 in three annual instalments.
(9) Borrowed R16 on bond four years ago at 37 per cent. Paid R8 nine months after. Claim R13 principal and R13 interest as *dám dopat*. Defendant summoned. Cut R2. Pay R24 in three annual instalments.
(10) Parties same as in (9). Borrowed R25 on bond four years ago at 37 per cent. Paid R8 in January 1888. Claims R22-7-6 principal and R22-7-6 interest as *dám dopat*, or R44-15. Defendants summoned. Cut R5-15 Pay R39 in three annual instalments
(11) Both parties appear together. Father borrowed R500 on mortgage with possession eighteen years ago at 24 per cent. Possession not given to plaintiff. Claim R500 *plus* R500 interest as *dám dopat*, or sale of land Cut R520. Pay R480 in ten annual instalments. If two are due, land to be sold (Obviously fictitious claim).
(12) Borrowed R13 on crops two years ago at 37 per cent. Claim R20-14-9. Defendant summoned. Cut R8-14-9. Pay R19 in two annual instalments.
(13) Bond seventeen years ago for R39-12, balance struck at 24 per cent., payable in five years. Claim R79-8 as *dám dopat*. Defendants summoned. Two out of four appear. Cut R54-8. The two defendants present to pay R25 in two annual instalments; claim

against other two defendants withdrawn, as the two present have agreed to pay their share.

Distraint for rent.

70 *Mámlatdár of Supa.*—Has been twelve years in Revenue Department; only eleven months here. Last year received about a hundred applications from owners and mortgagees of all sorts to realise rent. Applications generally in June and July, after crops cut. Don't enquire whether applicant is the registered occupant or not, as that is immaterial. An order issues as a matter of course, unless the tenant, on whom notice is served, appears and objects. If rent not paid, moveable property or crops are attached.

Transfer by surrender.

Applications for surrender and acceptance (*rázi namahs* and *qabúliyats*) not uncommon They are accepted as a matter of course, and the mutation of names made without inquiry. Can't say whether ever take place of deeds of sale; but very unlikely, as deeds of sale considered necessary for greater security. Very often follow immediately upon the execution of a sale-deed; as without such application (or a judicial decree) the new names cannot be substituted in the records. The surrender is often by one relative in favour of another. We don't enquire into the circumstances of the transfer.

AHMEDNAGAR DISTRICT.

I.—RAHURI TALUKA.

1. *Ukalgaon*—

Cultivated area	3,700	acres.
Kharif	1,400	„
Rabi	2,300	„

Irrigated 414 acres from 65 wells.

Revenue rate, R1 per acre.

Revenue paid in March and April.

Of 80 Khatadars, 17 were present. The ryots stated that their general indebtedness had increased in consequence of recent bad seasons: that the Act was beneficial in that their land and cattle were protected from sale, but, on the other hand, they could not borrow as before, for the Sahukars would not lend except on mortgage or deed of sale. Still men with good credit can borrow, but not the poor, owing to the large amount of outstanding debts.

Of the ryots present only one has sold recently and only one has mortgaged; while all the others (except two) had been able to borrow and had borrowed on simple bonds. They endeavour to reconcile this fact with their previous statement by saying that when they fail to pay these unsecured debts the Sahukars will insist on a mortgage or sale before giving further advances. They give the names of ten ryots not present who, they say, have sold their lands.

There is no Sahukar resident in the village. They borrow from the Sahukars of Belapur, 2 miles distant.

No ryot present has sued or been sued under the Act.

Registration is approved of because "the Re-"gistrar lets us know the contents of the bond, "which we used not to know." It involves no expense to secure witnesses to identify.

(NOTE.—This village is only 2 miles distant from the Village Registrar at Belapur)

2. *Padhegaon*—

Cultivated area, 3,500 acres, 20 wells.

Revenue, R3,200, payable in March and April.

Of 100 Khatadars, 12 are present.

The patel says: "General indebtedness just "as before. The Act has done neither good nor harm."

The ryots say: "The Act does us harm, "because we cannot borrow without sale or "mortgage. If we have land worth R100, the "Sahukar says: 'Give me a sale-deed for R25 or "I will lend you nothing.' People with credit "can borrow without giving security, but they "form only 5 per cent. of the whole. The "Sahukars insist on sale-deeds, because they "find it difficult to recover their debts. We "used to borrow on simple bonds which was "more convenient. Though our lands used "to be sold by the Courts and are not so sold "now, still we have to sell them ourselves."

Of the twelve present no less than six have sold some of their land within the last six years.

They all say they borrowed to pay revenue and buy bullocks, but they were all in debt at the time, and probably part of the amounts for which the sales were made were old debts.

It is said that no one in this village has been sued in Court.

The Sahukars.—There are four Sahukars in the village, one of whom was present. He complains of the Act, because their claims are reduced by going behind the bond, cutting down the interest, and by granting instalments without allowing interest. He objects to registration, because its inconvenience leads to loans being given on account, and such loans cannot be proved as the Courts will not trust their account-books.

The only way open to realise decrees is to attach standing crops, and that is practically useless in consequence of the expense of watching them.

Loans are only given to trustworthy debtors, or on mortgage. He says he has lost a good deal that he has lent, but has never been before a conciliator, as the latter can do nothing, and he cannot recover even the costs of litigation. Both parties, he says, suffer from the stoppage of loans.

(NOTE.—The conciliators in this neighbourhood are particularly unsuccessful in effecting agreements.)

3. *Umbargaon*—

Of 64 Khatadars, 20 are present

The ryots say: "We are more in debt than "before owing to the recent bad seasons. The "Act does good by preventing the sale of land "and cattle; but the Sahukars now insist on "deeds of sale before making advances."

Seven of those present have sold land recently. Three of them say they had to sell to get the money advanced in cash; the others sold to pay old debts as well as to obtain a fresh loan. One of them sold for R100 land assessed to revenue at R38, and pays R30 as rent to his vendee. Another says he pays R35 rent for land assessed at R12 which he sold for R80.

None of those present have been in Court or before a conciliator.

The Sahukars.—Of the four village Sahukars, one is present. Says he had been settled in

Belapur for generations, but had only commenced business in this village three years ago; that he has neither suffered nor gained by the Act; lends on simple bond or mortgages, but has taken five or six sale-deeds lately; has never sued in any Civil Court; if his debtors do not pay, there is no remedy, as nothing is got by going to the Courts.

4. *Valadgaon.*—No resident Sahukar. Nine Khatadars present.

The ryots say: "We know nothing about the "Act; but if we want money we have to mort- "gage or sell."

Of the nine present, one sold three years ago some land for R100, borrowed to buy bullocks, his other lands being mortgaged. Two have mortgaged: four are in debt on simple bonds or on account. Two are out of debt. They say the Sahukars take sale-deeds because ryots have borrowed and have not paid their debts in consequence of bad seasons. No ryot has been sued under the Act. One ryot sued for redemption and succeeded in his suit.

5. *Kesapur.*—Of 22 Khatadars, 10 are present. There is no resident Sahukar. They borrow in Belapur.

The ryots say: "We are just as much in "debt as we used to be; but it is an advantage "not to have our land and cattle sold. When "we borrow even a small sum we cannot get it "without a mortgage. Formerly there were "few mortgages; now there are many. We "have been unable to pay our old debts because "of the bad seasons, and so the Sahukars now "insist on mortgages."

As a matter of fact, however, only one of those present (the patel) had sold any land recently. Four had mortgaged their lands, but that was many years ago. One has not encumbered his land, but owes some R500 on bonds or on account—an old debt of some six years' standing. He pays interest yearly, but is afraid to ask for a receipt, does not know how his account stands, and it never occurred to him to sue in Court for an account. Another present is quite free from debt.

6. *Ainapur.*—Of 50 Khatadars, 18 present.

The ryots say: "The Act has done good, "because land and bullocks cannot be attached. "It does not hurt the Sahukar, because they "take two maunds of grain for one, and if we "want to borrow they insist on sale-deeds. "They recover their debts from our produce."

One ryot was sued, and a decree was given for payment by instalments, which he did not pay. Two others were sued and instalment decrees given against them.

"The Sahukars take sale-deeds and mort- "gages and get possession of the land through "the Mamlatdar."

(NOTE.—The mortgagor or vendor is put in as a tenant and then summarily ejected on determination of tenancy or for non-payment of rent.)

"Formerly debtors paid the interest due, but lately bad seasons have prevented this. Men of good credit can borrow on account even now."

Five present have recently sold some of their land—

A sold 50 bighas, assessed at R15, for R50, four years ago.
B sold three years ago 58 bighas for R31.
C sold land, assessed at R24, for R100.
D sold land, assessed at R15, for R40.
E sold land, assessed at R14, for R50.

The last four sales were executed to save the land of the vendors from sale for arrears of Government revenue. The price was in every case inadequate, and the sale was made by the ryots in reliance on an alleged verbal promise on the part of the vendees to return the land on repayment of the price given.

The ryots ascribe their present difficulties solely to the bad seasons of late years.

The Sahukars.—One Sahukar appears and states that he has been in the village for fifty years. He complains of the Act for the following reasons—

(1) Small loans are stopped by the necessity of registration.
(2) There is great delay in the settlement of suits for small sums.
(3) Accounts have to be produced from the beginning of the dealings between the parties.
(4) Instalments are given even in the case of recent loans.
(5) Debtors have no fear when their lands cannot be sold.

He had one suit for an old debt of R700; instalments of R50 fixed. His debtors could not have paid the debt in a lump sum, but he contends the Court should have allowed interest on the instalments.

Admits he knows of no instance in which instalments were allowed in the case of a recent debt. He says his business as money-lender has diminished 75 per cent., and that he had taken to selling cloth instead: he now lends to from 20 to 30 per cent. of his former clients: the others get what they can by labour, cartage, etc. He attributes the increase in simple bonds of late years to bad seasons, and explains that such bonds are taken only from men who are out of debt. He keeps a day-book and ledger, and has bought no lands of late.

7. *Belapur Budrukh.*—Of 86 Khatadars, 20 present. The ryots say: "The Act has done us "great good. Formerly the Sahukars made up "their accounts as they liked. Registration "now helps us to know what we are doing. "Our lands are not sold. The reason the Sahu- "kars don't lend is because they have to show

"their accounts to the Registrar. But we have to "give deeds of sale, and if we do not pay our "rent, the Sahukar gets possession through the "Mamlatdar, and sells the land to another for "much more than we give. The Sahukars pro- "mise to give back the land, but do not keep "their promise."

The Sahukars.—There are very many Marwaris in Belapur, but only seven or eight lend money, the others trade. None have left the village within the last ten years. Several fresh comers have been brought by the railway.

One Sahukar remarks: "The Act has injured "the Sahukar. Owing to the trouble of registra- "tion small sums have to be lent on account, and "these debts cannot be proved in Court, because "the Courts will not accept our accounts as "trustworthy. The Courts always reduce the "interest agreed on whatever the rate is, and "then fix instalments without interest. Decree "debts cannot be realised. When a debtor cul- "tivates the land he has mortgaged, the Court "credits him on account with the rent as paid, "though he has paid nothing. The result is the "Sahakurs do not go to Court; put up with their "losses and refuse to lend as freely as before. If "they can trust the debtor they may lend on ac- "count; but otherwise they insist on mortgage "or sale. The smaller Sahukars have taken to "petty trading. People don't go to conciliators "because they do not respect them. It is true "that Sahukars take deeds of sale because they "must have security for their money. They do "not get assistance from the Mamlatdars in col- "lecting their rents: they sue for them in the "Civil Courts."

8. *Ekalahar.*—Of 20 Khatadars, 12 present. There is no resident Sahukar. This is an *inam* village.

The ryots say: "The Act does good by ex- "empting cattle from sale and our persons from "arrest. But Sahukars do not lend except on "deeds of sale, except to men of credit who can "borrow on bonds on account. However, no one "in this village has had to sell his land, and "there is only one mortgage, and that of old "standing. We are generally of the same family "as the *inamdar*. We assist one another and "can borrow on simple bonds. There has been "no survey assessment, and the revenue is higher "than in Government villages."

9. *Chandgaon*—

150 acres irrigated.
859 „ dry.
A good village.

There is no resident Sahukar. The ryots borrow in Belapur, not far distant. The ryots say: "The Act is beneficial, for our lands and "bullocks are not sold. On the other hand, we "have to sell our lands much below their real "value to get advances; and no one can bor- "row without at least giving a mortgage."

Of the 18 present, five have sold within the last five years—

A has sold twice, two years ago and last year. The first sale for ₹100 enabled him to get an advance of grain by converting a mortgage into a sale. On the second occasion he borrowed cash, but was unable to borrow on mortgage.

B sold four months ago to pay off a mortgage debt of ₹100 and to get ₹100 to buy bullocks; is also in debt to the extent of ₹300.

C has sold twice, two and four years ago, mortgages not being accepted, for though he has other land, he is otherwise in debt for ₹400.

D sold five years ago for ₹300 to pay off an old debt and get a fresh advance. He has no other land, and owes ₹100 more.

E sold five years ago to obtain money to pay for land he had bought.

In each case the ryot alleges there was a verbal promise to restore the land.

One Govinda owes ₹1,000. To get a further loan of ₹100, he executed twelve simple bonds for various small sums, making up the whole ₹1,100.

It is said that only one man in the village has escaped without selling or mortgaging some of his land. Two ryots in this village have redeemed their lands by suing under the Act.

10. *Ambi and* 11 *Amalner.*—One resident Sahukar. Of 45 Khatadars, 12 were present.

The ryots: "We are more in debt than be- "fore owing to recent bad seasons, which have "prevented our paying our debts and interest. "Consequently we cannot now borrow without "giving sale-deeds, because they cannot recover "by sales in execution. The Act does good by "preventing such sales. But if voluntary sales "were forbidden we should die of starvation."

Two of those present have sold: A two years ago to obtain ₹100 to buy bullocks. Although he had other lands unencumbered, he could not borrow except on a sale. He is tenant of the land sold at ₹25. B sold three years ago for ₹400 to pay off an old debt, for which the Sahukar was pressing. The latter paid his revenue for him, and though the ryot is not otherwise indebted and has no other land, he has to borrow.

12. *Belapur Khurd.*—No resident Sahukar; but the Sahukars live close by in Belapur Budrukh.

Of 72 Khatadars, 11 were present.

The ryots: "The Act has done both good "and harm, chiefly the latter. The *good* is, "that lands and cattle cannot be sold, the only "*harm* is that those who have sold their lands "cannot recover them. Our debts are much as "before. Registration is good, in that it pre- "vents forged bonds which were common before. "Men with good credit can still borrow. Old "debts have been settled by making over land "for a term of years, but the Sahukars refuse "to give it up. We pay our revenue by borrow- "ing on our crops or selling bullocks. No one "has mortgaged for the last year or two. Two "ryots have sold recently."

13. *Sakrapur*—

1,022 acres.
R548 revenue.

30 Khatadars. Only patel and kulkarni present. "Debts are much as before: the Act has "made no change: we are always in need of "money, and the Sahukar insists on mortgage or "sale; still men of good credit can borrow "without landed security."

Only 10 Khatadars reside in the village. Of these, two are Marwaris, one is out of debt, six are in debt, but have not mortgaged their lands; only one has mortgaged; none has sold. The debts are small.

The Marwaris got their lands by buying unoccupied land at auction.

14. *Galnimb*—

72	acres	irrigated	R35-8
748	„	dry	R1,205-8
1,020	„	revenue	R1,241-0

Of 37 Khatadars, 10 present.

Of 3 resident Sahukars, 1 present.

The ryots: "Our debts are much as before. "No one has been sued under the Act. The "Act makes no particular difference. It all de- "pends on the seasons. If a man owes R75 and "wants to borrow R25, a bond is taken for R100, "as if it were a new debt. The ryot assists in "the deception of the Registrar. So registra- "tion is of no particular good."

Of those present, three are in debt on account or simple bonds: five have mortgaged, *viz.*:—

A two years ago, for R 35 to buy bullocks.
B „ „ R 40 „ „
C four „ „ R100 to pay an old debt and his revenue: owes R200 also on bonds.
D two years ago for R100 to pay old debt and buy bullocks: owes R300 also on bonds.

The Sahukar has been in the village from his father's time, as have the other Sahukars. None has left the village lately. Holds one holding and shares in others. the holding was bought at a Court's auction ten years ago. He only lends small sums: business very small since the famine: keeps no regular accounts. He has not suffered from the Act but from bad seasons. Neither he nor the other Sahukars have sued under the Act. Men not much in debt, and who are trusted, can borrow on bonds or account.

15. *Karanjgaon.*—No resident Sahukar. Of 18 Khatadars, 15 present.

The patel remarks: "The Sirkar may make "very good laws, but the ryots' debts will go on. "If one owes R200 and wants more, the Sahukar "says you must sell; promises to restore the "land and then does not do so."

The ryots: "The Act might have done good "if the seasons had been good. Men of credit "can borrow, but poor men have to sell: the latter "used to borrow, and the Sahukar repaid him- "self by carrying off everything they had. Now "this cannot be done. It is better now than "it was."

No one had had his debts settled by a conciliator.

Three ryots had sold before the Act. Two have mortgaged since the Act. The others present borrow on account, or raise money by selling cattle.

A Sahukar residing in Lákh, says he lends to five of those present on account. He complains that his house is now attached under a decree against him, while he cannot recover his debts, and only gets decrees for instalments without interest. He has had some 10 suits in all, of which instalments were fixed. Nothing is realised on the instalment decrees. For this reason the Sahukars take sale-deeds. Very few agreements are made before conciliators, and those made are not carried out. Still no Sahukar has given up business and left Lákh.

16. *Bodegaon.*—No resident Sahukar. Of 22 Khatadars, nine are present. Only the patel has sold any land: he sold in 1890 for R149 to pay off an old debt and get a loan of R26: and this although he has other lands unencumbered. No others present have even mortgaged: two are out of debt: the rest are in debt on bonds or account.

One ryot sued to redeem a debt of R400 and was ordered to pay R132 in instalments of R50: he says the others are too ignorant and lazy to take advantage of the Act.

Registration is approved of, as involving no particular trouble or expense.

17. *Deolali*—

8	Marwari Sahukars. .	2 present.
225	Khatadars . . .	44 „

The ryots: "Owing to bad seasons for three "years we are more in debt than before. The Act "does good in protecting our land and cattle "from sale. Good men can borrow as before, but "there are few of them: poor men cannot borrow "without mortgage or sale. Registration is a "good thing, though expensive."

Four of those present have sold recently.

A sold seven years ago land assessed at R38 for R250; he cultivates and pays R40 rental.

He had to pay an old debt and wanted money to buy bullocks. Has no other lands.

B sold six years ago 30 bighas, assessed at R18, for R50; has no other lands; had to borrow R18 to pay revenue and to pay an old debt. Cultivates at R25 rent.

C sold two holdings three years ago—one to a Kunbi for R150, the other to a Máng for R300, to pay off a Sahukar. They both promised to give up the land, but now refuse to take back the price.

D sold land, assessed at R105, for R1,000; had borrowed to make a well, and was forced to sell; has no other land, but cultivates this land at a rent of R99.

Nine present have mortgaged—four before the Act, and five since. The recent mortgagors cultivate and pay rent calculated at 24 per cent. on the mortgage money.

The Sahukars: "The Act injures us, because "land and cattle being exempt, decrees are not "realised, and no interest is allowed on instal- "ments. It does not pay to attach standing crops: "we have to pay revenue, and watching and "reaping expenses. The advantage of the Act "is, that now we do not lend on account, but "only on mortgages or sale deeds, being unable "to recover our debts otherwise. We do, how- "ever, lend on account to good debtors who make "payments yearly. There has not been much "change in our business: we deal in grain as "formerly, besides lending, but we do more in "agriculture than formerly. Registration is "effected at Rahuri, 4 miles off: we like it "because documents cannot be disputed."

18. *Rampur*—

		R
62	acres irrigated, revenue	98
858	„ dry, „	970
920	„ cultivated, „	1,068

No kharif crops; revenue payable in March and April.

No resident Sahukars.

Of 28 Khatadars, 18 present.

The ryots: "Indebtedness is on the increase "from bad seasons: no more men are free from "debt than before: those who were in debt are "rather more so now. Still the Act does good: "our *abru* is protected by the exemption of our "property from attachment. The Sahukars re- "cover their old debts by converting them into "mortgage debts, and then they can recover "through the Courts by sale, &c. If *new* ad- "vances, however small, are required, they cannot "be got without giving mortgages on sale-deeds "for the old debts."

A man present, says he gave R40 to a Sahukar to redeem a mortgage and got no receipt. Asked why he gave the money; he says because he was in debt and afraid of the Sahukar. Asked why he did not complain to the 'Mamlatdar,' says, because the Sahukar said "if you don't trust me I will sue you for the money you owe me."

Five present have sold recently—

A sold land, assessed at R16, for R150, and cultivates, paying R50 rent.

B sold land, assessed at R8, for R60; pays R25 rent.

C sold land, assessed at R9-8, for R100; pays R28 rent.

D and E sold for R60 and R99, but don't know what rent they have to pay.

Five have mortgaged within five years. No one has sued to redeem his land. Two are now being sued in Court. No one is free from debt, the rest being in debt on bonds or account. They say registration gives them no trouble.

(NOTE.—The Registrar is 2 miles distant.)

19. *Gurha.*—Two hundred acres irrigated. Revenue payable in March and April.

Of 100 Khatadars, only 5 appear with 1 Marwari Sahukar.

The ryots: "Debts are increasing owing to "recent bad seasons. The Act has done neither "good nor harm. No one in the village has "sold his lands. Four of the 5 have mort- "gaged recently: 2 had old debts; 2 had not, "but as the sums borrowed were large (R150 to "R200), they could not borrow without mort- "gaging."

The Sahukar succeeded his uncle in the busi- ness: trades on borrowed capital, for which he pays interest at 9 per cent.; his accounts are settled yearly. Business has diminished owing to bad seasons. Has neither gained nor lost by the Act: lends on account and on bonds: holds four mortgages, but no sale-deeds. Has not sued or gone to a conciliator. With good seasons the ryots pay up.

20. *Bhagwatipur.*—Of 84 Khatadars, 30 pre- sent: of 3 resident Sahukars, 2 present.

The ryots: "Formerly the ryots could borrow "as much as they liked and spent it; now they "cannot borrow and have to do without. The "Act does good in exempting land and cattle "from sale, but renders it difficult to borrow. "For the last four years we have had bad seasons; "and as Government takes its revenue all the "same, we have to borrow to pay and sell our "lands. There is not a man in the village who "can borrow on simple bonds. At first the Act "was very good. For four or five years the "Sahukars did not bother us at all. After that "they began to sue and get decrees and attach "standing crops. Still the Act is good in pro- "tecting land and cattle from sale."

Of those present, 8 have sold within the last six years. The sales were effected to pay off old debts or revenue and get a small advance. The vendors generally cultivate, paying rent cal- culated at 24 per cent. on the purchase money,

besides the revenue assessment, their names remaining on the Government records. The terms are the same, whether a Kumbi or a Sahukar is the creditor.

The Kulkarni submits a statement showing that of 214 holdings in this village—

33 are mortgaged,
21 are sold,
160 are unencumbered.

The principal Sahukar says: "There is hardly "a man who has not mortgaged or sold his land: "no Sahukar will now lend a penny without a "mortgage: many simple bonds are executed, "because if a Sahukar has secured a mortgage he "does not mind making some further advances on "simple bond or account. As for this Act it does "not hurt us: it only hurts the ryots. We only "lend on mortgage: a certain amount of grain "may be advanced, but no considerable sum "of money. It is so well known now that "nobody asks for a loan of R25 without being "prepared to mortgage. The Sahukars would "generally be quite willing to give up the land "if repaid the price with the interest agreed on."

As to conciliation, the patel says people will not go to the conciliator, because the parties have already talked the matter over and know well enough they cannot come to an agreement: the Sahukar says there may occasionally be an agreement, but not often.

The ryots approve of registration as preventing false bonds, and the Sahukar assents.

The compulsory attendance of defendants in suits is approved of by the ryots.

21. *Kolhar Khurd.*—Of 104 Khatadars, 15 appear with 1 Sahukar.

The ryots: "We cannot get money as we "did: we have to mortgage or sell. Of those "present only two have neither sold or mort-"gaged: two have sold, and all the rest have "mortgaged. The Sahukars take sale-deed, "because they know they can get their "money back by re-selling. They have not been "able to recoup their debts lately, because of "bad seasons. Most of the sales have been "caused by the necessity of paying the revenue. "The two who have not mortgaged paid by sell-"ing their bullocks. The Act has been of use in "restricting execution sales, but now mortgages "have increased. If there are good seasons the "ryots pay their debts."

The Sahukar says he has to take mortgages because debtors deny their debts on account. To honest men he lends on account. "If Gov-"ernment did not sell the land when the "revenue is not paid, would they ever get "the revenue?"

22. *Kolhar Budrukh.*—Of 90 Khatadars, 25 present.

The ryots: "The benefit of the Act has "been frustrated by the Sahukars' refusing "to lend except on mortgage or sale. Even "men with unencumbered lands and well-to-do "cannot borrow without mortgage anything but "small sums. The Sahukars take deeds of sale, "promising to restore the lands on repayment, "but they are not satisfied with the purchase "money, and demand satisfaction of all their "debts due to them. If the ryots could be allow-"ed to repay as a mortgagor, even where a sale "deed has passed, all would be well. We have "to put up with anything for fear of being "evicted."

Of those present, only five have not mortgaged or sold: these five owe little or nothing.

Four have sold recently. The others have mortgaged. The sales are said to have been effected to obtain money to pay the revenue. The prices and the rent paid by the ryots for the land which they cultivate were as follows:—

A	sold land,	assessed at	R21,	for	R100,	pay	R24	rent.
B	„	„	„	„	R14, for R 49	„	R12	„
C	„	„	„	„	R22, for R100	„	R24	„
D	„	„	„	„	R20, for R100	„	R24	„
	„ again	„	„	„	R14, for R100	„	R24	„

In all cases the ryots speak of the rent, as the interest, and pay the revenue as well as the so-called rent.

23. *Pathra Budrukh.*—Of 32 Khatadars, 9 present.

The ryots: "No one in the village has sold his land. Only five have mortgaged. "We can borrow up to R50 on account from the "Kulkarni and other non-resident Sahukars. We "have paid our revenue of late years by selling "cattle or borrowing on mortgage."

(NOTE.—This is a small village with some canal irrigation. No complaints except as to want of rain. No one has been sued except one who compromised and has paid the instalments fixed.)

24. *Hanmantgaon*—
No resident Sahukar.

Canal irrigation. Of 25 Khatadars, 10 present. There have been no sales recently. None present have ever mortgaged. They borrow, when necessary, from a Sahukar at Suregaon, who lends on account when the ryot has credit or buys their crops. Only one man has been sued in the Court; case pending. They would like limitations extended to 12 years to prevent interest being piled up by settlement of accounts.

They are generally well contented.

They approve of registration.

25. *Kadit Khurd.*

26. *Kadit Budrukh.*

27. *Mandwa.*

No resident Sahukars.

Twelve Khatadars present.

They say: "For the last few years Sahukars "have been chary of lending owing to the bad "seasons. There have been no sales as yet in "these villages. Men with credit can borrow on

"account: if they are already in debt a mortgage "is insisted on. The Act secures their eating "their bread in peace, as they cannot be sold up. "There are a few of them free from debt. The "people of Kolhar and Bhagwatipur are demoral- "ised, that is why they have to give sale-deeds. "Registration is good in preventing false bonds."

No one has been sued under the Act. Mandwa is a jagir village. The two Kadits are Khalisa.

28. *Chincholi Budrukh.*

29. „ *Khurd.*

Of 44 Khatadars, 3 present.

The patel says that only the men with a grievance (*dukhi*) have come. It is said that no one in these villages has sold. They had a difficulty in paying revenue last year, but managed by selling their cattle, etc. Some who were out of debt borrowed a little. Some lands have been mortgaged.

30. *Rajuri* (Taluka Kopargaon).

Of 97 Khatadars, 9 present.

Of three Sahukars resident, 1 present. The rayats: "The Act does good, for our property is "not attached; but we have to sell our land. "No one present has had to sell: some in the "village have."

Five present have mortgaged; three recently. These three were all in debt at the time and borrowed each ₹100. They cultivate the land, paying ₹24 rent, besides the revenue which is ₹8 or ₹9.

One present borrowed on account last year to pay his revenue. The others present are not in debt.

"Still we prefer the Act if only it was illegal "to give sale-deeds. In that case the Sahukars "would not lend. Government ought to start a "loan establishment!"

The Sahukar says he is indifferent to the Act. "The ryots are ruined by the expenses of registration. They live more extravagantly than before, riding in pony-tongas and wearing big pagris!"

31. *Mamdapur.*—Of 80 Khatadars 12 are present. They say: "It is a drawback to have "to give mortgages, but it is good to have our "property protected. There are two Brahmin "and one Marwari Sahukars in the village: have "been there for years: the Brahmins are harder "on us than the Marwari."

There have been no recent sales.

Seven present have mortgaged, generally to pay old debts.

The Sahukar says he has to take mortgages, or he would not recover his debts. All the cattle, except those exempt from attachment, disappear from the debtor's house.

No one present has been sued under the Act.

32. *Fatiabad.*—10 Khatadars present.

33. *Gangapur.*—7 ditto ditto.

34. *Pimpalgaon.*—5 ditto ditto.

The ryots: "We are in a bad way, old Act "or new. Formerly our wives' clothes were "sold; now we have to sell our land."

Five of the Gangapur men and one of Fatiabad have sold to the Fatiabad Sahukar, in all cases to settle an old debt and get an advance.

Six others present have recently mortgaged. No one present have been in Court.

A small Sahukar present says he has ₹400 due to him which he cannot recover from his debtors, and so has had to give up lending. He only began two years ago. He has not sued in Court and had lent only on account.

35. *Baragaon Nandur.—Two resident Sahukars: one present. 180 Khatadars: 30 present.*

The ryots: "There is less trouble under the "new law, for formerly land used to be sold "without having been mortgaged. But now we "cannot borrow without mortgage or deed of "sale. Many have had to sell their land, but "no one here present; we have only had to "mortgage. There are some in the village who "have had to sell. We give mortgages with "possession and take leases of the land, and "then when we fail to pay the rent, or at the "end of the year, on a yearly lease, we are "ejected. One ryot says he mortgaged his land "for ₹500 and agreed to pay ₹84 rent besides "the revenue assessment"

Ten present have mortgaged recently in all but one instance with possession. Only one admits he has borrowed recently on account Another admits he owes ₹1,000 on an account of many years' standing, and yet was able to borrow ₹50 on a simple bond.

One was sued for ₹300 unrecovered debt. The conciliator fixed instalments of ₹75 per annum. No one present has sued to redeem.

Registration is generally approved.

The Sahukar: "The Act is unjust to us, for "when we lend on mortgage, the Court only "allows interest at 9 per cent. and fixes in- "stalments, *e.g.*, in Pandram *v.* Chhaturbhuj "decided 12 months ago, the claim was for ₹261 "principal + ₹39 interest at 24 per cent., and the "decree was for ₹261 + ₹19 interest at 9 per "cent., payable in instalments of ₹100 per annum. "This is the only case of the kind affecting "me. (*Note.*—The record of this case cannot be "traced.) Less money is now lent, and that on "bonds and only to men of good credit. It is "only advances in grain that are made on "account without taking a bond. This is because "no property can be attached unless there is a "mortgage."

This Sahukar has taken some sale-deeds, and has taken possession in every case.

II.—SHRIGONDA TALUKA.

36. *Kolgaon.—Of 327 Khatadars, 75 are present.*

These are in the village—

6 Marwari Sahukars.
5 Brahmin ditto.
5 Kumbi ditto.
1 Wanis ditto.

The 6 Marwaris and the Wani are those mentioned by the Deccan Riots' Commission as then in the village.

The ryots: As to their present indebtedness no satisfactory answer could be extracted from them. The inclination seemed to be to say it is less than formerly.

"We think the present law better than the "old law, because cattle and land used to be sold "up by the Sahukars and now we are left with "enough to support ourselves. But there is an "increase of debts on mortgages or deeds of "sale. Men who can be relied on can borrow "on account or simple bond, but there are only "10 to 15 such men in the village. Some "don't borrow at all; some cannot borrow if "they wish to, and the rest have to mortgage or "sell." (*Note.*—It is impossible to get any estimate of the relative numbers of these classes.) "There have been no changes in the rates of "interest demanded. No one present has sold "or mortgaged his land. Only the well-to-do "have come. There are a great many in- "debted ryots in the village. Debts are less "than before, because loans are refused except "on mortgage.

"No one present has been sued under the "Act: some in the village have been sued, but "no ryot has instituted a suit.

"Last year was not a bad season: we have "had very fair seasons ever since the famine, "and some very good years.

"The revenue is now payable in March and "April: there have been no defaulters since the "famine.

"Registration prevents fraud—both false "bonds and false denials."

The general opinion was in favour of registration. One ryot objects to it. The others say he does so because before the days of registration he repudiated a bond which he had executed, and now he cannot do so.

There have been several cases of settlement before the conciliator here who is a well-to-do patel of the village, a Mahratta.

Conciliation meets with general approval.

Sahukars present—3 Marwaris.
1 Wani.
2 Brahmins.
2 Kumbis.

They say: "We only lend in this village, and "lend less than before the riots, and only when "we know our man. The ryots support "themselves by selling their produce. They "take it off to Nagar or sell it to merchants from "Bombay for cash. The Sahukars now go in for "trading in grain, cloth, etc.'" They say they have lost by the Act: but only one of them has any decrees which he has not been able to execute. They do not seem to have many debtors on their books from whom they cannot recover. They say they have compromised old debts at 50 per cent. They approve of conciliation as costing little and leading to settlements. "Re- "gistration does neither good nor harm. It suits "us better to take mortgages *without* posses- "sion, because their accounts are not taken. "When accounts are taken the ryot over-states "his payment in produce."

37. *Ghargaon.*—This village was visited by the Riots' Commission.

Of 89 Khatadars, 12 are present.

Of 3 resident Sahukars, 2 are present.

Nine of the 42 ryots examined by the Riots Commission are present in person or by their heirs. In this village the seasons seem to have been fairly good ever since the famine. No one present has sold, and only one has mortgaged within the last four years. One sold six years ago to a Poona merchant for R100; he repaid the money and has the land; he could not get credit in his own village.

The ryots say: "The Act does good because "the Sahukars do not bring suits, and cattle "cannot be attached. No one present finds "it difficult to borrow when necessary. Regis- "tration is a good thing, and so is conciliation."

The Sahukars say: "We have been settled in "the village for 50 years; none have left the "village. We lend less now because we have "lost on time-barred debts. We cannot recover "because property cannot be attached, and liti- "gation is expensive. Decrees could not be rea- "lised if we got them. Conciliation is good, "because inexpensive. Ryots sell their pro- "duce to Bombay merchants and others."

One Sahukar says he lost R2,000 in time-barred debts. (*Note.*—In this village the bonds torn up in the riots were never re-written, as was the case in most other villages. This may account for the disappearance of some of the debts specified below.)

The nine ryots present, whose debts were recorded by the Riots' Commission, give the following account of their financial affairs:—

Number on list.	Name.	Debts in 1875.	Present condition.
1	Dhoni Patel	R775 (unsecured).	Only owes R80 on account
5	Bapu .	.....	Owes R200 on new bond and R100 on account.
		R266 (unsecured).	Debt unsettled.

Number on list.	Name	Debts in 1875.	Present condition.
		₹700 on mortgage.	This mortgagor is dead. Accounts on it not settled. Mortgagor in possession.
15	Khandu .	.....	Owes ₹125 on mortgage.
			„ ₹125 on simple bond.
			„ ₹60 on account.
		₹945 (unsecured).	Says he has paid off all this old debt from his crops (?)
26	Hari . .	₹245 .	Now ₹350, to be paid in 11 yearly instalments.
		₹350 .	Now ₹250, in instalments of ₹40 each.
		₹170 .	Paid off. ₹22 on a new bond.
		₹25 .	Paid off.
		₹40 .	
		₹40 .	
27	Mahpali .	₹241 (unsecured).	Paid off.
28	Khondi .	Mortgage ₹199 + ₹240 on account.	Land given up in satisfaction of debt.
		₹727 on account.	Not paid, and now time-barred.
29	Dhondi .	.....	Now owes ₹75 only.
		₹400 .	Paid by giving up some land 7 years ago.
		₹100 .	Paid off.
32	Lakshmi .	₹150 .	Compromised for instalments of ₹25 yearly still unpaid.
		₹60 . .	₹35 still owing. A new bond for ₹50.
34	Sheru .	.....	Owes ₹450 on account.
		₹150 mortgage.	Redeemed by payment.
		₹40 . .	Now ₹80, to be paid in instalments.
		₹150 .	Paid ₹100; still due ₹50.
		₹200 .	Still owes ₹200.
36	Bhawani .	.....	Now owes ₹125.
		₹575 (unsecured).	Paid off.

38. *Chikhli.*—Of 80 Khatadars, only two present with their patel, kulkarni and one sahukar.

It is said there have been no sales in this village and very few mortgages. The villagers chiefly deal with the Sahukar present, who says that only two holdings are mortgaged to him. Having gone through the list of holders brought by the kulkarni we find only two holdings have been mortgaged. The Sahukar has a big holding inherited from his father which he believes his father took up as waste land from Government. There are many small holdings. Their owners sometimes cultivate other lands as tenants, which have been let to them by men who have gone elsewhere in search of a living: others work in the village as labourers. Tenants take ⅘ths of the produce: the owner taking ⅕ths and paying the revenue. No rents are paid in cash. There have been good seasons of late till this year.

The Sahukar says: "There is but little borrowing in the village; nobody owes large sums: the ryots are continually receiving and paying up to ₹100 or ₹200 per annum, all of which is lent on account or a few bonds. He holds only a few bonds for ₹100 each and one for ₹200. Half the ryots are altogether free from debt, the others are only in debt for small sums on bonds or for advances of grain. He himself has not been before a Court or conciliator for seven or eight years and is indifferent to the Act. The ryots of this village have not been affected by it, but he thinks it does good to ryots in general. The ryots sell much of their produce in Nagar. The cartmen sell it for them or buy from the ryots and sell for themselves."

The ryots say: "If a ryot has more crops than he can manage to watch and reap, he sells the standing crops and the purchaser harvests it. Marriages cost from ₹50 to ₹200. If the bridegroom is of a good family, he gets the money; if the parties are poor the bride's father gets it. Only 3 or 4 Kumbis have two wives; none has 3. The second wife generally taken, because the first is childless."

The Sahukar thinks the condition of the people is much what it was 30 years ago: the kulkarni thinks they are better off on account of the railway.

They complain of the forest rules.

39. *Surodi*—

No resident Sahukar. They borrow in Shrigonda and Pandoli, which is 24 miles from them.

Of 35 holders 15 are present. The ryots say: "We are all in good condition, the Sahukar does not trouble us: no one has ever been in Court. When we want money we get it on account and pay from our crops. We do not have to give bonds (?) No one fails to get money if he wants it. We sometimes borrow for a marriage. One present borrowed ₹100 for that purpose and gave a bond for it. No one has sold or mortgaged his land. This year we have an 8-anna crop: seasons have been good of late. Those who have more land than they can watch sell some of their standing crops. Harvest and crops are sold to Shrigonda banya for cash: the surplus is sold after retaining enough for food."

Of those present 2 or 3 owe nothing. The others owe small amounts—R20 to R50—half of them on bonds. They borrow from the Padoli Sahukar (though so distant), because the kulkarni's father was his agent. No one in the village can read or write. nor are their children learning, there being no school near them.

On the whole, the most contented village we have visited in this district.

40. *Koregaon*—

Two resident Sahukars, a Marwari of 15 years' standing, and a Brahman still older.

Of 75 Khatadars, 8 present.

The ryots say: "There have been few, if any, "mortgages; none present have mortgaged; nor "can we remember any who have. Two brothers "sold their holdings 6 years ago, and another "ryot sold 8 years ago. The crops have been "only moderate of late years. Revenue has "been paid by selling crops and cattle and by "labour, etc. No one in the village is much in "debt. Some may owe R100—R150. No one "has ever been in Court. Most of the produce "is sold in the village to Sahukars who pay in "cash. Nagar prices after deducting cost of "carriage. The Sahukars treat us honestly. "There is no difficulty in borrowing moderate "sums on account: it is only those with old "debts who have to give bonds."

Of the 8 present, 6 have not borrowed at all; the other two owe small sums; one has an old debt of R50 on a bond.

There are only 14 bighas of irrigated land in the village: nevertheless the people are practically out of debt.

41. *Dhorja*—

Of 61 Khatadars, 25 present. Of 4 Marwari Sahukars, 2 present.

No Kumbis make a trade of lending: a few lend a little to their friends.

The ryots: "Indebtedness much as before. "The Act has done good by exempting cattle "and land from sale. The seasons have been "fairly good of late. We borrow from the "village Sahukars only, and getting a loan de-"pends on credit, as it always did."

The Sahukars: "We lend with greater hesitation than before. The produce is generally sold to us. Those who have not old debts and pay their way from year to year get loans on account. Those who have old debts cannot borrow."

Of the ryots present—

11 are cut of debt.
2 owe small debts on account.
3 ditto ditto bonds.
3 have mortgaged recently.
1 has an old mortgage.

A mortgaged last year two fields for R100; pays interest at 18¾ per cent. (also owed an old mortgage debt).

B mortgaged last year for R40 which he borrowed to dig a well; interest 28 per cent.

C mortgaged for R200; interest 12 per cent.

Only one ryot has been in Court.

No one in the village has sold his land.

Registration is generally approved.

The Sahukar says: "Owing to the trouble of "registration small sums are lent on account, "or the ryots have to sell grain to raise the "money. The 6-year limitation should be ex-"tended to non-agriculturists also. The exemp-"tion of cattle and land from sale renders it "necessary to take mortgages which is bad "for the ryots. We do not take mortgages "with possession as much as simple mort-"gages, because of the accounts that may be "taken. The general average of debt in the "village is R100: no one owes any large sum. "Has not personally suffered any loss under the "Act."

42. *Kothul*—

Of 53 Khatadars, 20 present.

Of 57 Marwaris present, only one is a money-lender.

The ryots do not recognise any marked change in respect to their indebtedness, nor have they any decided opinion about the Act.

Of those present, 14 are out of debt.
4 owe on account.

One sold, five years ago, for R125, which he borrowed to pay off an old debt.

No one has mortgaged recently.

The Sahukar says, only R100 or so is due to him altogether, and he holds no mortgage or bond.

The seasons have been fairly good of late.

The village is prosperous with very little debt.

The produce is sold to purchasers who come to the village to buy.

43. *Chamburdi.*

Of 58 Khatadars, 17 present.
3 Marwaris present.

The ryots say the Act leads the Sahukars to compromise their debts. A few have thus had their debts reduced. Others are much as they were.

One sold land for R60 which he borrowed for a marriage: being at the time in debt, he could not get the money without selling.

Nine have mortgaged their lands, five before the Act and four within five years.

They say: "We cannot borrow because our "old debts have not been paid, and so have to "sell our cattle or mortgage."

The Sahukars complain of instalment decrees without interest. "They don't lend as before, "and only to men they can trust, as debtors now "dispute their debts. Three Sahukars in the "village traded on borrowed capital which

"they have had to repay and have been unable "to recover. They can now do little, but buy "grain. None of them has ever sued in Court, "hoping to recover something otherwise. In "Court they would only get 8 annas in the "rupee, and that in instalments."

44. *Ukalgaon.*—Of 58 Khatadars, 11 present. The ryots say: "The Act has resulted in our "having to give deeds of sale: the Sahukars "don't allow debts to accumulate, but clear them "off by taking deeds of sale."

Only one present has sold, five years ago. Sold dry land to redeem irrigated land. None of the others admits he is in debt. "Last year "was a good year—the only good year in the "last four years. We have to get money when "we want it by selling our bullocks. Two "(not present) have been sued under the Act. "We can't borrow at the best without mortgag- "ing. If one man cheats, ten men suffer. There "has been a great deal of cheating in our "village!"

45. *Suregaon.*—Four resident money-lenders. Of 93 Khatadars, 23 present. They say: "A "good deal of old debt has been reduced to "instalments by agreements before conciliator "and in Court. Five present have had their debts "settled in this way. The Act does much good "in preventing sales of land and cattle: formerly "if you had a quarrel with the Sahukar, he sold "you up at once. But instead of lending as "before on account, they now lend only on "mortgage or sale, because they cannot recover "their debts as readily as they used to do. Still "the good outweighs the evil."

Two present have sold recently. Eight have mortgaged recently (besides three old mort- gages). One has borrowed on account. The rest are not in debt. They approve of concili- ation.

The one Sahukar present says that "if he "has a claim on account, and the interest is cut "down by 'dám dupat' (which he does not "object to), the debt is made payable in instal- "ments without interest, so that even the prin- "cipal is not recovered, while he has to pay "interest to his creditor as he trades on bor- "rowed capital. He still lends to persons of "credit on account or on bonds, but is more "careful in doing so. Has had two or three "cases settled by a conciliator, but none in "Court."

46. *Loni.*—Four resident Marwaris. No Kum- bis lend. Of 130 Khatadars, 17 present.

The ryots: "Indebtedness is less than "before, for good seasons have enabled us to "pay our debts, and Sahukars bring fever suits "in Court."

The Act is generally approved of, but definite reasons not given. One man suggests, there are fewer false claims: another says that formerly, if a claim was made, "the house was turned up- side down," but now some kind of arrangement is come to.

Loans can only be obtained without mort- gaging by people with property and without debts.

None present has sold: a few in the village are said to have done so.

Nine present have recently given simple mortgages.

No one in the village has been sued in Court, or been before a conciliator. They approve of registration, though they have to go six miles to register. Mortgages generally given to pay off old debts and get an advance in cash.

The Sahukars say they now lend on mort- gage. They lose debts on account, because of instalment decrees. An old Sahukar says—"the "old 12-year limitation was best of all, the "6-year limit is better than 3 years. Registra- "tion is expensive to the ryots and prevents "small loans. The Sahukars lose by the in- "stalments fixed by the Courts. He sued him- "self for R98 principal and R98 interest and got "a decree for R225 (costs included), payable "in five instalments; only one instalment was "paid. Yet the debtor has the land which the "decree redeemed. Both parties have now be- "come cunning: the ryots will not pay because "they know the Courts will not make them: "the Sahukar takes care to have security for "R50 when he lends R10. Small sums are lent "on account only to persons of credit, of whom "there are few. We don't take sale-deeds: they "are no good to us as we only get principal "without interest. In mortgages with posses- "sion the Courts only allow interest at 9 or "12 per cent.: in simple mortgages they allow as much as 18 per cent.

47. *Pimpalgaon Pisa.*—One hundred and seventy-four Khatadars; 7 or 8 Marwaris. The Patel, Kulkarni, and six Khatadars present. There is said to have been no decrease of in- debtedness, none of the old debts having been paid off, though the Marwaris will not now lend except on mortgage or sale. Five or six have had instalments fixed by the Courts: there would be more, but the Sahukars are not satisfied with them.

Of the 168 holdings—

11 have been sold;
65 mortgaged wholly or in parts;
92 unencumbered.

Leases are not taken by the ryots except when sales are made. Rent is paid in kind, the produce being valued by a "panch". Interest 24 to 36 per cent., the same as it used to be. Two men say they borrowed on mortgage at 37½ per cent. One man says he gave some grain to a Sahukar and got no receipt: com-

plained to the Mamlatdar, who summoned Sahukar and asked why he had not given a receipt; the Sahukar said the matter had been arranged, and that when we went back he would either give a receipt or restore the grain. When we returned he gave neither. When I complained again the Mamlatdar would not listen to me.

48. *Belwandi.*—"Two Marwari money-lenders. Of 186 Khatadars, 40 present. "They cannot "say whether they are better or worse off than "before. The Act does them good: the Sahu- "kars used to rob them of everything; now they "cannot. Men with credit can get loans; the "poor cannot, just as it used to be. The poor "have to give sale-deeds, cannot even get a loan "on mortgage. When a man has mortgaged "his land, he does not dare to sell the produce "to any other Sahukar."

The Patel remarks: "Government has estab- "lished conciliators and registration; but the "Sahukars go on taking bonds just as before."

The Kulkarni says: "The Act has done no "good in this village. When instalments "have been fixed by the conciliator at Cham- "bardi they carry interest and give the ryot no "advantage. Now-a-days if a man owes ₹75 "and wants ₹25 more, he has to give a deed of "sale. There used to be sales formerly, but they "were *bonâ fide*. The Sahukars will not lend "on mortgage because the Courts do not allow "more than one 'dám dupat' on the original "loan instead of on the bond debt as before. "It is an advantage to the ryots to go behind "the bond, but the necessity for sale-deeds is an "evil."

Four present have sold—two of them ten years ago, and one last year.

Only six present have mortgaged; only three of them under the pressure of need to borrow. One, says he, had to mortgage land assessed at ₹15 to get a loan of ₹25, though not otherwise in debt.

The Kulkarni names eight others in the village as having sold.

The Sahukars say they have to take the land, because if they lend ₹100, it is disputed in Court, and if they lend on mortgage, they have to give accounts.

49. *Sirasgaon* (an inam village).

No resident Sahukar.

Of 27 Khatadars, 7 present.

The ryots not generally in debt except for small sums. Five present are out of debt; the other two owe ₹100 and ₹200 on simple bonds. Those absent said to be equally well off. The inamdar is a Mahratta of Parner: he will not allow mortgages or sales. Revenue assessment not introduced. Cultivators under five-yearly agreements. All the land is dry. They pay ₹1,057 for about 1,700 acres. In bad years remissions or suspensions allowed. Small remissions were granted year before last. When necessity arises, a few can borrow, the rest have to work. They are indifferent to the Act; have no quarrels with their Sahukars; "have not been spoiled by any Káida", and can borrow when they require it.

50. *Kuranpur* (Rahuri Taluka).

Of 28 Khatadars, only 3 present.

They began by saying all the villagers had mortgaged. Going through the list name by name we found 4 had sold and 7 had mortgaged, while the remaining 17 apparently had not alienated at all.

The Patel who has 31 acres of inám land is said to be ₹4,000 in debt.

Another ryot has incurred ₹500 of debt in the last four years!

Statement of certain leading Sahukars recorded individually.

1. *Chandrabhan* and 2. *Chuni Lal* — Wealthy Sahukars of Rahâta (Kopergaon Taluka).

Their family has been settled in Rahâta for 79 years.

They say their business has been much reduced: there is the same demand for money, but Sahukars lend more cautiously; they do not lend at all to men of no means and make more enquiries before lending to any one. The difficulty of recovering loans is due both to bad seasons and restrictions on execution of decrees. They secure themselves now by taking mortgages *with possession;* though they may lend to trustworthy men on account. It is not yet the practice at Rahâta to take deeds of sale. They explain the prevalence of that practice at Kolhar by saying that the Sahukars there, who mostly traded on borrowed capital, lost heavily owing to their inability to recover old debts. All depends on the rain.

Chuni Lal says the two have lost two or three lakhs since the introduction of the Act, owing to the inability to execute decrees, difficulty of proving accounts, and bad seasons. A common way of settling debts out of Court is by taking land for a term in satisfaction of them. In a suit for ₹2,200 (interest claimed at 9 per cent. only) he got a decree for its payment in instalments of ₹300: he has realised ₹1,000: the rest he cannot realise, though the debtor is in possession of land assessed at ₹300; he made no application under section 22, and says he did not know of the provisions of clause 2 of that section. Has brought very few suits in Court; did not sue oftener because his debtors had nothing to recover from. Mortgage debts generally compromised. Has been since sued for redemption. One suit withdrawn, the other pending.

Chandrabhan has about 250 current accounts with ryots, and the lands of about 25 mortgagor debtors: also trades in grain, cloth, etc., and lends to smaller Sahukars at interest varying from 6 to 12 per cent.; accounts are settled with them yearly and interest charged on the yearly balance: these middlemen have been much reduced.

Conciliation has been effected in some 25 cases of theirs. The compromise is arranged for, and then the conciliator is applied to. It is very rarely the ryot agrees at the instance of a conciliator: he is annoyed at being summoned and does not attend. A common way of settling accounts is for the debtor's land to be made over to the creditor for a term, and such agreements are registered. The outstanding balances against the ryots are much as they were.

They think registration troublesome and expensive.

Chandrabhan, who has an older business, lends chiefly on bonds or accounts to his old clients whom he knows: he begins with advancing on account: at the end of the year any unpaid balance is secured by a bond, and if the bond is not satisfied, a mortgage is taken.

Chuni Lal, who has set up separately later, takes more mortgages which are accompanied by leases.

They think the Act has done no more good to the ryots than to the Sahukars. It is true their land is secured from attachment for money debts: but they don't get loans as before, and sales and mortgages are increasing.

3. *Shankar Lal, chief Sahukar of Kolhar*, has some 100 ryot debtors—say 50 owing small sums on account, 40 in debt on simple bonds—25 on mortgages. He holds ten sale-deeds: he also holds fifteen survey numbers which he bought at sales for non-payment of revenue.

Mortgages and sales are commonly taken to secure debts: he cannot say why sale-deeds are more numerous in one place than in another.

He has had two or three suits in Court each year: thinks he has realised as much on the decrees as he would have in any case: if the debtors have means to pay, they do so. The Sahukars do not lose *now* by the Act, because they take care to secure their loans by taking mortgages: at the same time to men they trust they will lend on account to some extent.

He used to bring twice as many suits before the Act. Admits the decrees were often infructuous.

Now instead of suing he gets mortgages with possession, and gets possession through the Mamlatdar. He has ten to fifteen mortgages by which the land has been made over to him for a term of years: has only lately learnt of the provisions of clause 2, section 22, and has not applied under it.

4. *Daulat Ram, chief Sahukar of Rahuri*—Has been settled there for three generations. A good many Sahukars lost a great portion of their old debts, but no one has become bankrupt or given up business on that account. They have, however, changed their business to trade. Has not himself had any suit in which the debt has been wiped out by the action of the Courts. Has lost large sums in old debts, for which he has not attempted to sue. Where old debts existed dealings still go on with the debtor, the old debts still remain on his accounts. When a man in debt comes to borrow a fresh loan, he has to give a bond for the old debt and the new advance, if the old debt was not a large one.

He says he has lost R25,000; some owed by poor men, some by men of means: he has not sued the latter because he could not prove his accounts as the Courts require.

It was not due to bad seasons, but to the Act that he lost his money.

Conciliation is good, in that it saves expense. Asked if he would go to a conciliator, if it was only optional to do so, says that in most cases he has come to an agreement with his debtor before they go to a conciliator.

He objects to registration as expensive for small bonds and troublesome to both parties.

The attachment of standing crops involves expense in the matter of watching and harvesting, and the grain has to be brought to the Court and sold there. The crops should be sold as they stand and they would fetch a full value.

CONCILIATORS.

1. *Mr. Narayan Rawaji Nisal, at Ahmednagar*—A pensioned Subordinate Judge.

His registers (brought by his clerk) show applications were made to him as follows:—

In 1887	81
„ 1888	34
„ 1889	7
„ 1890	7
„ 1891	17

In 1891 only 7 agreements were made; and of these, 6 were for claims to rent brought by one and the same plaintiff. The decline in the extent of this conciliator's proceedings is said to be due to his ill-health necessitating his absence from Nagar.

2. *Mr. Atmaram Hari, at Ahmednagar*—A vakil who has been conciliator since middle of 1890.

In 1890, 42 applications produced 3 agreements.

In 1891, 91 applications produced 31 agreements

Of the 31 agreements in 1891, 3 were admittedly agreements brought by the parties for ratifications; 6 were arrived at on the first

day the parties appeared, and the remaining 22 on adjourned dates. The 3 agreements above referred to were—

(1) Claim on simple mortgage bond of 1879, ₹25 principal + ₹25 interest = ₹50.
Compromise ₹42 payable in six yearly instalments.

(2) Claim for ₹34 cash, lent 12th May 1888, + ₹34 interest @ 37 per cent.
Compromise ₹48-8 payable in six yearly instalments.

(3) Claim for ₹94 principal + ₹94 interest on bond of 1888.
₹20 principal + ₹20 interest on bond of 1888.
₹50 principal + ₹50 cash lent.
TOTAL ₹164 . . + ₹164 = ₹328.
Compromise ₹275 payable in eleven yearly instalments.

The conciliator says the other agreements were made on his advice, which was apparently devoted to reducing the interest claimed: does not remember any instance in which the debtor said he had not received the amount in the bond, or in which a creditor having failed before one conciliator has tried another: would attribute the fact that creditors who have got certificates so often do not sue either to subsequent mutual agreement, or to the executions of fresh bonds, or to part-payment, or to the poverty of the debtor making him not worth suing. He does not think agreements are contrived to avoid writing bonds.

He considers the Act beneficial to both parties, because registration prevents false bonds, of which there were general complaints.

He hears the Sahukars do not lend as they used to, and not without security. Men with good credit, of whom there are only a few in each village, can borrow as before without security: others cannot. The exemption of land from sale has restricted lending. He knows of no Marwari who has shut up shop on account of losses under the Act. The Act has not affected those who are not brought into Court.

3. *Mr. Daji Chimnaji, at Ahmednagar*—Newspaper Editor, conciliator since 1883.

	Applications.	Agreements.
1883 . .	60	?
1884 . .	246	?
1885 . .	254	?
1886 . .	312	109
1887 . .	458	117
1888 . .	499	102
1889 . .	592	121
1890 . .	516	97
1891 . .	530	130

In 1889 there were 16, in 1890 15, and in 1891 4 agreements made by the parties themselves. These, he says, are cases in which there is an old debt to be settled and a new advance is given. He adds that applications used at first to refer to old debts; they now only affect current transactions: he would not accept an application for a time-barred debt, and does not remember any instance of a debtor agreeing to pay such a debt. Debtors do not become 'insolvents' because they get such easy terms without it. He receives ten to fifteen applications by ryots yearly for redemption, but they never lead to an agreement.

The parties are first told to go out and talk the matter over to see whether they can agree. He does not think there would be much resort to conciliation, if a certificate were not necessary before suing. The only advantage of going to the conciliator would be to save costs. He cannot say what the Sahukars think of the fairness of the awards of the Courts; but they often ask for a certificate and say they do not want his conciliation. The Act has lessened the mutual confidence of ryots and Sahukar. The Sahukar has less hope of recovering his debts, and therefore sometimes refuses to lend, sometimes insists on sale-deeds. They take to agriculture or other classes of business. He thinks their business is falling off because they are living in a poorer way than before.

4. *Mr. Ramchandra Sakkaram, at Belapur*—Conciliator since 1884 (represented by his nephew).

	Applications.	Agreements.
1885 . .	161	?
1888 .	24	?
1889 .	19	?
1890 . .	59	1
1891 . .	54	2

In 1891 the defendant never appeared except in the case of the two agreements which were *both brought by the parties to be filed.*

The decrease in results said to be due to the appointment of another conciliator in Kalgaon close by.

(NOTE.—This might account for fewer applications, not for fewer agreements.)

5. *Mr. Sakkaram Gangadhar, at Ukalgaon.*—Conciliator since 1884 (the Kulkarni of the village).

	Applications.	Agreements.
1885 . .	122	29
1886 . .	68	8
1887 . .	75	4
1888 . .	60	2
1889 . .	40	0
1890 . .	84	6 (including two joint
1891 . .	66	1 agreements).

The conciliator says the decrease is due to the fact that old transactions were at first numerous, and now there are fewer transactions. Examination shows that the agreements

all refer to small money debts on bonds. The conciliator says he examines the bonds when he conciliates, that applications are not made on time-barred claims: cannot explain why defendant had not appeared at all in cases where no agreement was come to: thinks the Sahukars would be willing to compromise to avoid going to Court.

6. *Mr. Daji Bhikaji*, Conciliator (and Village Registrar) for 10 years.

1887—Applications	83	Agreements 5
1888 „	51	„ 0
1889 „	50	„ 4
1890 „	89	„ 5
1891 „	85	„ 5

The conciliator says "as a rule the defendants "do not attend. The agreements arrived at were "effected by him, not pre-arranged. The Sahu- "kars are the less ready to compromise. The "ryots do not attend because they are ignorant "and apathetic, though they know some have "profited by coming. it is their nature."

7. *Mr. Ramchandra*, at Rahuri, Agriculturist, conciliator from the commencement, says the Sahukar is less easy to persuade than the ryot: has the power of compulsory attendance; about half the ryots attend spontaneously; uses the power of compelling attendance 4 or 5 times a year; in some cases a settlement has followed compulsory attendance.

(NOTE.—We were not able to test these statements by referring to his registers)

8. *Mr. Parwat Rao Ram Chander*, conciliator for 10 years at Chambordi, and is also Village Munsif.

1889—Applications	78	
1890— „	115	
1891— „	151.	Agreements 36

He says there were at first 400 applications yearly, and that the decrease is due to the fact that all old claims have been disposed of. The village of Chambordi was formerly heavily in debt; now owes little more than R2,000. Debts have been reduced by compromise and payments in grain. Three numbers have been sold, but he has treated the sales as mortgages and the debts are being paid off. The Sahukars have got all they ought to get. No Sahukars have left the village or become bankrupt, but some have taken to other business to supplement their lending. The Sahukars are the least willing to compromise. The parties do not come with pre-arranged agreements. In no cases before now have settlements been made by reference to the oath of either party. The agreements made are carried out. The ryots sell their produce to merchants from Poona or elsewhere.

(NOTE—Compare these remarks with statements of ryots and Sahukars of Chambordi)

As Village Munsif he has 10 to 15 non-agriculturist cases a year: agriculturist cases he settles by conciliation.

REGISTRATION.

1. *Kesho Venayak, Sub-Registrar and Village Registrar, Ahmednagar*—Thinks sale-deeds are on the increase amongst agriculturists as compared with other bonds.

Village Registration, Nagar Taluka :—

	Sale of Immoveables.	Mortgages. With possession.	Mortgages. Simple.	Bonds.
1889	278	405	30	1,258
1890	314	526	26	1,230
1891	405	564		2,047

Registration by Sub-Registrar—

	Sales.	Mortgages.
1889	86	121
1890	70	104
1891	76	101

Sales under village registration are generally accompanied by a lease. The ryots never say there is a verbal promise to return the land on repayment of price. Leases are not given admitting fact of sale without a sale-deed being also written. He often suspects that sales are accompanied by a promise to return, but though he does his best to dissuade the ryots from giving a sale-deed, he always insists it is a genuine sale. The Sahukars take sale-deeds to avoid production of accounts.

The most distant village in his circle is five miles away. The ryots generally bring their kulkarni to identify them which costs them something.

Increase in documents last year due to scarcity.

Most documents are registered in January and February: the ryots frequently say they are borrowing to pay revenue. Even though copies can be had for nothing, the ryots do not ask for them.

Has not noticed any change in the rate of interest of late years—generally 18 per cent. (from 12 to 24 per cent.).

2. *Wasadeo Wampa*—Village Registrar at Belapur for eight years. Most distant village, five miles.

Thinks sale-deeds and simple bonds increasing; mortgages decreasing, generally with possession. Sale-deeds are generally accompanied by leases: he writes the documents himself: the ryots never say there is a verbal agreement to re-convey the land.

The ryots complain of the expense of registration. They never take or ask for copies of documents.

Statistics.

Year.	Sales	Mortgages.		Leases.	Bonds.
		With possession.	Simple.		
1883 .	12	11	2	71	65
1884 .	48	38	15	130	170
1885 .	54	45	15	188	279
1886 .	69	41	9	157	202
1887 .	50	29	1	214	174
1888 .	78	57	26	227	301
1889 .	63	55	58	314	376
1890 .	68	41	40	336	295
1891 .	63	30	36	295	209

3 Village Registrar of Rahâta (only recently appointed).

Statistics for two years only.

Year.	Sales.		Mortgages.		Leases.	
	Between agriculturists.	Others	Between agriculturists.	Others	Between agriculturists.	Others.
1890	39	16	89	121	124	169
1891	33	36	90	209		
	In 1890	560 bonds	89 under	20		
	1891	470 bonds	265 ,,	50		
			59 ,,	20		
			204 ,,	R50		

4. *Mr. Daji Bhikaji*, as Village Registrar, also Conciliator.—Most distant village in his circle 5 miles away; thinks mortgages have increased—not sale-deeds; hears no complaints of the trouble and expense of registration: small loans and grain are advanced as formerly on account.

The ryots never ask for copies of documents.

5. *Shankar Kesho*, Village Registrar, Kolegaon.—Eighteen villages in Circle: the most distant is 9 miles away.

Statistics.

Year.	Sales.	Mortgages.		Leases	Bonds.
		With possession.	Simple.		
1889 . .	39	100	36	185	313
1890 . .	55	101	57	227	304
1891 . .	32	52	48	171	196
	126	253	141	583	813
Of these, between agriculturists .	60	106	42		
Others .	66	147	99		
	126	253	141		

The Village Registrar says he does not write sale-deeds if he finds the ryot thinks he is to get back the land, and persuades him to have a mortgage. Heard last year the Subordinate Judge had held a "*kharidi-knatt*" was only a mortgage. The Sahukars who heard of this now do not take sale-deeds, but simple mortgages.

To prevent the ryots selling their produce to outsiders, the village Sahukars are willing to buy the standing crops and will often take R80 worth of crops to settle a book-debt of R100.

In conclusion, we give the opinions expressed by the Reverend Dr. Ballantyne, an American Missionary, who has resided at Rahuri since 1875:—

"The Act assisted the ryots in the first in-"stance in getting rid of some of their old debts, "but now they have great difficulty in borrowing, "and borrow they must at times. For several "years after the Act was passed the seasons were "good and the ryots appeared more at ease. "Now they have had several bad seasons, and "are under the necessity of borrowing."

"As to registration my impression is that the "ryots think the cost of registering small bonds "more than counterbalance the advantages of "the system.

"Some of the conciliators have a bad reputa-"tion, and are said to have made money by "trading on their position. Others, however, are "good men, and in such case conciliation is "advantageous, and the ryots go to them willingly. "Such men often make parties agree who would "not otherwise have done so. I do not think "that creditors would go to a conciliator, how-"ever good he was, if it was not compulsory for "them to do so before suing.

"The contented feeling which existed amongst "the ryots a few years after the passing of the "Act has certainly faded away. There is now a "general outcry that, though they are in need of "money, they cannot get it without mortgaging "or selling their land. There are a good many "Sahukars here (in Rahuri). I have not heard of "any having given up business and gone away. "I have reason to believe that in many instances "old debts have been converted into new debts "under bonds. This has been taking place for "the last three years or so, since when the "seasons have certainly been bad. Before that "they were good."

SHOLAPUR DISTRICT.

(*1*) *Village Pokrapur* (*Taluqa Mádhá*).

Total area	. .	5,263 acres.
Culturable	. .	4,377 „
Under Kharif crops	.	640* „
Under Rabi crops	.	1,345* „
Number of holdings	.	82
Number of occupiers present	. .	30
Assessment	. .	₹1,415-13-0 (including the "judi" cess levied on a small alienated area).

*(The smallness of the cultivated area is attributed to want of rain.)

General opinion of the people.

The burden of debt has increased owing to continued bad seasons. Ten years ago the people were heavily in debt; then followed four or five good seasons in which the debts were greatly reduced; since then the seasons have been unfavourable; and debts have increased.

The Act has benefited the people, as sahukars can no longer sell up the land unless the people choose to pledge it as security, and as debts can be made repayable by instalments. The Act has not injured the people. It is true that it is not so easy now to get loans as it was before the famine, but that is because the land is not so productive as it used to be.

Ryots who have borrowed.

The following men have borrowed money within the last four or five years :—

(1) Borrowed ₹50 three years ago from a relation for a marriage and to buy bullocks. Gave no bond or other security. Has repaid ₹10. Has a share in a holding of 20 acres, assessed at ₹9-8.

(2) Borrowed ₹60 three years ago for purchasing fodder and paying labourers. Has repaid the debt. Borrowed ₹100 on a simple bond in June last at 28½ per cent. to repair a well. Owes also about ₹25 on book debt at 37½ per cent. Holds two numbers (47 acres) assessed at ₹37.

(3) Borrowed ₹60 two or three years ago from relatives to maintain himself. Has repaid nothing. Gave no bond or other security. Pays 37½ per cent. on part of the debt, and no interest on the remainder. Holds three numbers (45 acres) assessed at ₹24-4.

(4) Borrows and repays about ₹50 every year; his holding (192 acres assessed at ₹37-8) consists of black soil, and requires a good deal of labour. Gives no bond or other security. Pays interest at 28½ and 37½ per cent.

(5) Borrows and repays about ₹50 annually. Had to buy bullocks last rains, so borrowed from his brother-in-law at 28½ per cent.; gave no bond. Holds one number (18 acres) assessed at ₹13, besides a share in two other numbers.

Several ryots not present are also said to have borrowed—

Other ryots.

(1) Holds two survey numbers (60 acres) assessed at ₹21. Is not in debt, but borrows whenever he wants money.

(2) Holds two surveys numbers (31 acres) assessed at ₹24. Has purchased a third number which is not yet entered in his name. Not in debt.

(3) Holds two numbers (95 acres) assessed at ₹15. Not in debt.

(4) Holds five numbers (126 acres) assessed at ₹91. Not in debt.

(5) Holds two numbers (42 acres) assessed at ₹26. Not in debt. Owes shares in other numbers also.

(6) Holds one number (48 acres) assessed at ₹6. Not in debt. Sold a number four years ago for ₹60 to pay off old debts.

(7) Holds one number (20 acres) assessed at ₹14. Not in debt.

(8) Holds three numbers (79 acres) assessed at ₹12-8-0. Not in debt.

(9) Father sold the holding (one number—44 acres—₹22) before the famine. Repurchased it three or four years ago, but has not yet had it entered in his own name. Paid the price partly by service and partly by cash (₹100) obtained by selling bullocks. The vendee was a relative. Is not in debt. The vendee cultivated the holding before the resale.

(10) 1 No.—47 acres—₹14. Not in debt.

(11) 1 No.—46 acres—₹6. Borrowed ₹10 or ₹12 this year from a fellow ryot to maintain himself and buy seed. Gave no bond or other security. Pays 18¾ per cent. interest, *i.e.*, one pice per rupee. Hopes to repay the debt this year.

(12) Two numbers (20 acres, ₹9-8). Not in debt; is brother to borrower No. (1).

(13) Two numbers (35 acres, ₹15). (Holding

in nephew's name). Not in debt; sold a number during the famine to pay off debts.

(14) One number—14 acres—R11. Borrowed R20 to buy bullocks some five years ago; gave no bond or other security; pays 37½ per cent. interest (*i.e.*, two pice per rupee); pays the interest regularly, but has repaid no part of the principal owing to bad seasons.

(15) Two numbers—39 acres—R33. Was in debt, but has paid it all off.

(16) One number—46 acres—R 11. Not in debt, but will have to borrow this year.

(17) One number—19 acres—R11. Not in debt.

(18) Two numbers—31 acres—R23. Not in debt.

(19) Two numbers—65 acres—R20. Has paid off all his debts without going into Court.

(20) Two numbers—78 acres—R14. Not in debt.

(21) One number—32 acres—R16. Not in debt.

(22) Two numbers—60 acres—R32. Holding in nephew's name. Not in debt.

(23) Two numbers—29 acres—R24. Not in debt. Borrows from time to time, but repays.

(24) Two numbers—13 acres—R1-8. Not in debt.

(25) Bought a number four years ago, but has not yet had his name registered. No debts.

Ryots who have been sued.

(1) Was sued by a Guzar of Mohol for R100 on account of his father's debts. Went to Court, and said that his father had paid off the debts partly in cash and partly in kind. Did not know whether his father had got receipts or not. Plaintiff was not present. Judge advised him not to go near the sahukar if he sent for him. Has heard nothing of the case since.

(*This appears not to have been a suit, but an application to a conciliator. The Subordinate Judge of Mádhá is a conciliator.*)

(2) Was sued 3 or 4 years ago on a bond which he had executed as security for his mother about 11 years before. Told the Judge that he had satisfied the bond, and had asked for receipts, but had got none. Plaintiff did not appear, so he was sent home.

(*Ditto.*)

Registration.

One man had to go to Mohol to register an agreement. He objects to the expenses incidental to registration, but approves of the system as it prevents misunderstanding and is more certain than mere writing.

Sales and mortgages.

None of those present has sold or mortgaged any land since the passing of the Act. Two or three ryots not present are said to have sold land.

Money-lenders.

No resident professional money-lender. Ryots borrow small sums from each other; for big sums they have to go to money-lenders in Mohol.

(2) *Village Narkhed.*

Culturable area	6,271	acres.
Assessed area	5,475	„
Alienated area	521	„
Under kharif crops	111	„
„ rabi „	5,808	„
Assessment=R3661-1-0 (+R51-9-0 cess on alienated land). Number of holdings	124	
Number of occupiers present	24	

General opinion of the ryots.

Indebtedness is unchanged; some old debts have been paid off, but fresh ones have been incurred. It is more difficult to borrow now, owing partly to a succession of bad seasons and partly to the fact that (on account of the Act) sahukars object to advance money except on sale-deeds. The ryots continue to borrow, but cannot get accommodation except on sale or mortgage-deeds.* They pay their revenue by selling standing crops, and by borrowing from sahukars. The interest on these short-term advances is about 5 per cent.

Sales and mortgages.

None of the men present has sold any land: the following have mortgaged.

(1) Owns one-fifth share in 248 acres alienated land. Two-fifths of the entire holding were mortgaged some 50 years ago to a Brahman of Berar. The mortgage debt now amounts to about R1,850. The interest is 24 per cent., but the mortgagee is in possession, and refuses to render any account, though he should pay the mortgagors certain amounts in kind and credit the balance against the principal. Sued in the Revenue Courts for an account, but was referred to the Civil Court. Is too poor to sue, and did not go to the Court: vakils told him that a suit would cost about R1,000. The land is worth about R5,000. Knows that the Sub-Judge at Marha is a conciliator, but did not apply to him; was told that there was no use in applying as the mortgagee would refuse to attend. Cannot borrow to institute a suit, as no one will now advance money on the security of alienated land.

During the famine his father mortgaged ⅓rd of his ⅛th share, but does not know for how much.

Borrows and repays petty sums from time to time.

(2) The entire holding (18 acres—R18) was mortgaged without possession in the year after the famine for R85 at 25 per cent. To redeem the mortgage of his own share (½) he

* This statement is scarcely correct: from the evidence of individual ryots and money-lenders recorded below it will be seen that unsecured loans are common. The statement may, however, be true in the case of men of bad or doubtful credit.

gave up his share to the mortgagee for a period of 3 years, after which he is to get the share back free of encumbrances. Supports himself meanwhile, and pays the assessment by service. No other debts. His brother owns the other half, but has not redeemed it.

(3) Mortgaged one-fourth of his holding (2 Nos.—57 acres—R37) last year for R100,* at 25 per cent. Required the money for his support. Has no other debts. †

(4) Father had two numbers, and mortgaged one, which witness redeemed privately about 8 years ago (22 acres—R15). Brother has sold the other number.

(5) The holding (18 acres—R18) was mortgaged without possession by his father the year after the famine. Does not know the rate of interest. Heard the mortgagee had gone to a conciliator, so came to a private agreement with him by which he paid R100 in cash and is to pay R100 in two months. Got a receipt for the cash paid. Has no other debts.

The patel thinks that, including shares in holdings, there have been about 25 sales and a similar number of mortgages in the whole village since the famine.

Other ryots.

Of 19 other ryots present, four (including the patel) are not in debt at all. All the others (except one) owe from about R15 to about R150 on book debt. (No bonds.) The exception is a man who gives his debts (all on account only) at R400 or R500, but as he pays income tax, his statement must be accepted with some reserve.

Registration.

Only one ryot has had any experience; he complains of the expense of registration, and says that the sahukar charges more for his expenses than he actually spends; he does not consider registration any protection.

Suits and conciliation.

There have been no suits in Court, and only one application to a conciliator as above.

Sahukars.

There are eight resident sahukars, of whom two were present. Both are Lingaits, and settled in the village,—one 50 and the other 20 years ago. No sahukar has given up business since the Act came into force, except one who died and whose heirs were minors and were taken away by their friends.

The sahukars object to instalment decrees not carrying interest. The Act has discouraged mortgages, as instalments are frequently decreed running over a long term of years, and the rule of "dam-dupat" comes into operation. Book or account debts give less trouble, and men of good credit can obtain advances in that way. From doubtful debtors bonds or pledges are required. It was their business with men of doubtful credit which yielded the best returns, and the Act has almost stopped this. Money-lenders have, therefore, to resort to agriculture for a livelihood: it pays better than money-lending.

One of these men owns four numbers (all purchased by his father), 141 acres, assessed at R41. Only two are entered in his name, as the late owner of the others will not consent to the striking out of his name. The other is the registered owner of one number, and holds several others on mortgage or for a term of years. He purchased and assessed at R22 for R500 some 17 years ago, and re-sold half for R250 seven or eight years ago. He used to get R30 per annum (i.e., 12 p.c.) for the unsold half, and now gets R35 p. a., (i.e., 14 per cent.)* The rest of the land they hold is cultivated by hired labour, or leased out for a fixed share in the produce.

(3) *Village Anghar.*

Total area	14,480 acres.
Cultivated	13,071 „
Assessment	R5,963-12-0
Area under kharif . . .	4,047 acres.
„ rabi . . .	9,033 „
No. of holdings . . .	327
No. of occupiers present . .	25

General opinion of the ryots.

Their debts have been increasing for the last four or five years owing to bad seasons. They have heard of the Act, and know that their land cannot be sold unless specifically pledged as security. This has led money-lenders to refuse loans except on the security of sale or mortgage-deeds, thus causing an increase in debts.† Borrowing has not been stopped. Some ryots have been able to redeem their lands.

Vendors and mortgagors.

Of the men present only one has sold land. He sold two numbers assessed at R28 for R900, about five years ago, in satisfaction of old debts. The debts had been incurred by his brother, and were secured by a mortgage. The land was purchased by other ryots. He did not know the original amount of the debt, but a "panchâyat" examined the account, and this satisfied him.

Four men have mortgaged land. One borrowed R100 about four years ago on a simple mortgage to dig a well. He pays as interest

* The mortgagee says R70, of which R60 were paid in cash and R10 retained as interest

† The sahukar says that he owes R10 or R12.

* This is evidently a case of what is known locally as a conditional sale, i.e., where the vendor has the option of repurchase within a fixed period. In such cases the vendor generally continues to cultivate the land, and pays cash rent estimated at so much per cent. on the purchase-money.

† It is not easy to follow this reasoning. The general statement,—that money is no longer advanced except on the security of sale or mortgage-deeds, is not borne out by the evidence of the ryots themselves. The kulkarni stated that the ryots had been induced by the sahukars to misrepresent the general effect of the Act.

one-third of the produce.* He also borrowed at different times two sums of ₹100 each (one to buy bullocks, and the other to embank his land) on simple bonds, and ₹50 or so on account. These carry interest at 25 per cent. The interest ought to have been 6 per cent., but he was deceived at registration. He could not hear when the bonds were read out to him, and the sahukar told him not to speak.†

The other three were cases of mortgages before the famine. One of these has redeemed half the mortgaged land.

Other ryots. Of the other twenty occupiers, four are free from debt; one of these, and another man who only owes some petty sums, has paid off all inherited debts. Eleven owe sums varying from ₹10 to ₹100 on account only. The other four owe from ₹80 to ₹350 on simple bonds.

Suits. One ryot was sued one year ago for ₹1,000 on account of debts incurred by his father. The decree was for four instalments of ₹250 each.

Registration. No objections made.

Sahukars. No complaints.

(4) *Village Bitle.*

Total area	3,850 acres.
Assessed „	3,269 „
Assessment	₹1,485-12-0
Kharif area	238 acres.
Rabi „	1,723 „
Number of holdings	72
Number of occupiers present	20

General opinion of the ryots. Debts have decreased on the whole, owing to greater industry and high prices. The amount of borrowing depends on the season; last year was favourable and little was borrowed; this year borrowing will be greater. It is more difficult now to obtain loans, as sahukars insist on the security of the land. Ryots therefore borrow less on the whole. Land is not pledged to a greater extent than formerly.

Sales and mortgages. There have been no sales since the Act was passed except four for arrears of revenue shortly after the famine. The following have mortgaged their lands:—

(1) Has recovered possession of certain lands mortgaged before the Act was passed, but still owes ₹400 of the mortgage debt, which he is paying off in annual instalments of ₹80. Owes also ₹200 (inherited debt) secured by simple bonds.

(2) Borrowed ₹75 three years ago on a simple mortgage at 18¾ per cent. to buy bullocks and fodder. Has no other debts.

(3) Borrowed ₹150 during the famine year; this accumulated with interest to ₹700. To satisfy this debt has given over certain land to the creditor for 12 years, after which it is to be restored. Has other land on the produce of which he lives. Is aware that the creditor could not have recovered so much as ₹700 by suit in Court; but the amount was really due, and he agreed to pay it, as the creditor was an honest man who would never have instituted a suit. No other debts.

(4) Mortgaged certain land for ₹100 three years after the famine at 25 per cent. Cultivates the land, and gave a rent note for one year. Has been unable to pay anything for the last three years owing to poverty. Owes also about ₹25 on account.

(5) Mortgaged some land to the "*Deshpánde*" for ₹90 some 20 years ago. Pays no interest, as the mortgagee gets the produce and fruit. Wants to redeem the land, but the mortgagee wont consent. Is too poor to institute a suit, but cannot say why he never tried conciliation.

(6) Gave up his land two years ago for a term of six years to a money-lender in satisfaction of a debt of ₹150. Owes also about ₹8 on account.

Suits. Only one man appears to have been sued. He borrowed ₹50 in the famine, and afterwards gave a bond for ₹50 in payment of interest. Satisfied one of these bonds by payment in three instalments; was sued on the other, and a decree was passed for ₹100 payable in one sum.

Registration. Registration is expensive and discourages the execution of documents, but undoubledly affords protection. Is perhaps worth its cost on the whole.

Sahukars. No resident sahukars.

(5) *Village Khoni.*

Total area	1,396 acres.
Assessed „	909 „
Assessment	₹265-8-0.
Kharif area	115 acres.
Rabi „	305 „
Number of holdings	22
Number of occupiers present	10

General opinion of the ryots. The burden of debt has been somewhat reduced, as money-lenders have restricted advances, and have been compelled to settle old accounts amicably. Men of good credit can borrow as easily as before, but from men of bad credit some security is required. On the whole less is now borrowed than formerly.

* The witness was not very intelligent, and it was impossible to discover whether this amount represented interest only, or (as the witness at another time said) interest plus one-tenth part of the principal.

† An improbable statement, as the bonds were executed at different times.

Sales and mortgages. There have been no sales since the passing of the Act.

One man's father mortgaged some land (11 acres, ₹9-8) 20 years ago for ₹60. He wanted the money for a marriage: ₹20 have been repaid, and the mortgagee is in possession of half the land (presumably in lieu of interest). Another man's father mortgaged some shares in two holdings about 24 years ago. The mortgage was simple, and no attempt at redemption had been made. There have been no other mortgages in the village.

Condition of other ryots. Five occupiers are not in debt at all. The rest owe as follows:—

(6) Holds one number (2 acres, ₹2). Borrowed ₹125 on a simple bond two years ago to buy a field. Repays in annual instalments of ₹20. The interest is included in the amount of the bond.

(7) Holds one number (52 acres, ₹10). Owes about ₹400 on account. Borrowed at first ₹200 to dig a well, and then other sums. Repays and borrows afresh from time to time. Pays 18 per cent. interest now; used to pay 24 per cent.

(8) Holds two numbers (66 acres, ₹7-12). Owes ₹100 on account. Pays 24 per cent.

(9) Holds one number (17 acres, ₹6-8). Owes ₹26 on account.

(10) Holds two numbers (48 acres, ₹15-8). Owes some relatives about ₹60. No interest settled.

The kulkarni says that very few of the absentees are much in debt.

Suits. No suits.

Registration. No complaints.

Sahukars. No resident sahukars.

(6) *Village Sarole.*

Total area	3,313 acres.
Assessed „	1,712 „
Assessment	₹502-2-0.
Kharif area	189 acres.
Rabi „	597 „
Number of holdings	28
Number of occupiers present	10

General opinion of the ryots. Debts have decreased. The famine depopulated the village, and those who were left are therefore better off. They also borrow less: their land is poor, and they are thus compelled to live within their means.* Borrowing is not more difficult than it used to be. They are quite satisfied with their position, and have nothing to complain of except the ravages of antelope and wild pigs. They can get arms licenses, but wild animals are not afraid of licenses. They could get guns, but if they tried to shoot, they would probably fire in the direction opposite to where the animals were.*

Sales and mortgages. There have been no sales at all, and only two mortgages.

(1) Used to have 5 numbers (157 acres, ₹34). His sister-in-law mortgaged these for ₹700 during the famine, when all the men were away. The mortgagee is in possession, pays the assessment, and gives no accounts. Went to a conciliator and got a certificate, but is too poor to sue. Had one other number, which was handed over for a term of years in satisfaction of his father's debts. Has now nothing but his "*watan*" (₹18 per annum) to live on.

(2) The other mortgagor is not present.

Other ryots.
(1) Not in debt.
(2) Holds 7 acres (₹6). Not in debt.
(3) Purchased 23 acres (₹9) from a sahukar 8 years ago, but has not had his name entered yet. No debts.
(4) Holds 2 numbers (53 acres, ₹11-8) Not in debt.
(5) Holds 3 numbers (125 acres, ₹27) Not in debt.
(6) Holds 1 number (21 acres, ₹11). Not in debt.
(7) Holds 4 numbers (63 acres, ₹23-8). Not in debt.
(8) Holds 4 numbers (181 acres, ₹36). Owes about ₹200 on account. Got into debt during the famine. Has paid off a great deal, and the sahukar does not charge him interest on the balance.

Very few of those who are not present are in debt.

Suits. No suits and no conciliation except as above.

Registration. No complaints.

Sahukars. No resident sahukars.

(7) *Village Hingni.*

Total area	1,915 acres.
Assessed „	1,769 „
Assessment	₹975-4-0
Kharif area	61 acres.
Rabi „	1,308 „
Number of holdings	32
Number of occupiers present	19

General opinion of the ryots. There has been no marked change in their indebtedness. Some ryots have paid off their debts, while others have contracted fresh debts. They

* Apparently what they mean is that, owing to the poorness of their land, sahukars are not very willing to lend them money.

* Under these circumstances wild beasts are probably the lesser evil.

had not heard of the Act,* but are aware that their land, cattle and houses have not been attached in execution of decrees for the last two or three years. Before that time such attachments used to take place; they cannot now get loans except on the security of sale or mortgage deeds, † or of some pledge. People who want money borrow as before, or sell cattle.

Sales and mortgages.

There have been no sales of land in the village since the Act was passed. There have been three cases of mortgage.

(1) Holds 4 numbers (88 acres, ₹61). Mortgaged two of these (28 acres, ₹30) for ₹200 at 12 per cent. Raised the money to dig a well. Has paid one year's interest only. Owes also about ₹50 on account.

(2) Holds 7 numbers (159 acres, ₹97-8). Mortgaged one of these (9 acres, ₹9) for ₹200, five or six years ago, to buy bullocks, dig a well, etc. The interest (25 per cent.) is in arrears for three years, but he has repaid half the principal. Owes also about ₹70 on account.

(3) Is not present.

Other ryots.

(1) Holds 1 number (43 acres, ₹19). No debts.

(2) Holds one number (29 acres, ₹9-8). No debts.

(3) Holds 1 number (34 acres, ₹8-8). No debts.

(4) Holds 2 numbers (76 acres, ₹33). No debts. Had borrowed to dig a well, but paid it off by giving up some lands 15 or 16 years ago.

(5) Holds 1 number (20 acres, ₹23). Owes ₹40 on account; also ₹100 on a simple bond executed by a brother since deceased.

(6) Holds 1 number (13 acres, ₹9-7). No. debts.

(7) Holds 2 numbers (30 acres, ₹13). Owes about ₹25 on account.

(8) Holds 3 numbers (103 acres, ₹38-8). No debts.

(9) Holds 1 number (10 acres, ₹8-8). Owes about ₹30 on account.

(10) Holds 3 numbers (77 acres, ₹54). Owes about ₹50 on account.

(11) Holds 3 numbers (41 acres, ₹38). No debts.

(12) Holds 1 number (21 acres, ₹14). No debts.

(13) Holds 1 number (17 acres, ₹19). No debts.

(14) Holds 1 number (27 acres, ₹27). No debts.

(15) Holds 2 numbers (57 acres, ₹21-8). Borrowed ₹100 last June at 30 per cent. for a marriage. Spent ₹250 altogether on the marriage. Raised the balance by selling grain and cattle.

(16) Holds 3 numbers (38 acres, ₹34-8). No debts.

(17) (Holding in another name). No debts.

Suits.

One man was sued 3 years ago for ₹20—simple debt. He owed the money, so settled the claim privately. He cannot say whether it was the Court or a conciliator that summoned him. There were no other suits.

Registration. No complaints.

Sahukars. No resident sahukars.

(8) *Village Saiyid Warware.*

Total area	4,281 acres.
Assessed "	2,925 "
Assessment	₹1,107-12-0
Kharif area	997 acres.
Rabi "	1,596 "
Number of holdings	52
Number of occupiers present	31

General opinion of the ryots.

Their debts have been reduced, owing (1) to the exemption of land, cattle and houses from sale in execution, and (2) instalment decrees. The sahukars are now rather afraid of lending, as the Act "has taken away their sting," and they have to be more careful and considerate. Men of good credit can get loans on account; but sahukars dislike simple bonds, and sometimes insist on sale or mortgage-deeds. One sahukar was prosecuted for not giving a receipt, and since then receipts are readily given.

Sales and mortgages.

Of the men present two have sold and four others have mortgaged land.

(1) Had 5 numbers (124 acres, ₹24). Father sold 3 of these (90 acres, ₹11-8) two years ago for ₹180 to pay off debts. Two others (34 acres, ₹13-8) were mortgaged with possession 3 years ago for ₹125. Has also mortgaged his house for ₹50, and owes about ₹25 on account. Has inherited one number (42 acres, ₹21) this year.

(2) Sold his number (21 acres, ₹5) seven years ago privately for ₹75. Wanted the money for his brother's marriage. Cultivates the land and pays rent at the rate of 24 per cent. on the purchase-money. There is a verbal agreement that he is to get back the land when he repays the ₹75. Has paid the rent regularly, and has no other debts.

(3) Holds 2 numbers (14 acres, ₹9). Mortgaged both 6 years ago for ₹40 at 24 per cent. Wanted the money to buy bullocks and deepen a well. Owes also about ₹50 on account.

* In several villages a similar statement was made, but in most of these cases the Act had been heard of as "Doctor Pollen's Act" from the name of the distinguished officer who first administered it.

† From the evidence which follows this statement appears to be at least exaggerated.

(4) Holds 11 numbers (126 acres, ₹53). Mortgaged 8 acres, assessed at ₹12, with possession, to a sahukar 10 years ago for ₹300. Pays no interest, and hopes to redeem the land some day. Raised the money to pay off old debts. Owes also ₹250 on a simple bond, which he is to pay off under a conciliation agreement in five instalments of ₹50 each, and about ₹25 on account.

(5) Mortgaged 1 number (25 acres, ₹16) five years ago for ₹25. Pays interest at 24 per cent. Owes besides about ₹10 on account.

(6) Mortgaged 1 number (14 acres, ₹11) as security for father's debts. Owes about ₹125 on the deed, which he is repaying by annual instalments of ₹25.

Other ryots.

Nine men with holdings assessed at from ₹3-8 to ₹46-8 have no debts at all. Eight with holdings assessed at from ₹7 to ₹59-8 owe from ₹20 to ₹50 on account. The rest owe as follows—

(18) Holds 3 numbers (51 acres, ₹20-8). Gave a simple bond for ₹200 at 24 per cent., three years ago, in satisfaction of old debts. Has repaid about ₹125.

(19) Holds 3 numbers (130 acres, ₹20-8). Owes ₹50 on a simple bond.

(20) Holds 3 numbers (74 acres, ₹25). Owes ₹40 on a simple bond.

(21) Holds 2 numbers (51 acres, ₹25). Has to repay ₹35—balance of old debts—in two instalments under a private agreement.

(22) Holds 1 number (10 acres, ₹8). Owes ₹50 on two simple bonds.

(23) Holds 3 numbers (46 acres, ₹22). Owes ₹15 on a simple bond.

(24) Holds 2 numbers (30 acres, ₹9). Owes ₹10 on a simple bond, and ₹20 on account.

(25) Holds 3 numbers (56 acres, ₹39). Owes ₹50 on a simple bond.

Suits.

Of those present only mortgagor No. (6) has been sued in Court under the Act. He settled the decree privately as above, but did not report satisfaction to the Court. The decree was however referred to in the registered agreement. He approves strongly of the Act, as otherwise he could not have saved his land. Mortgagor No. (4) was taken before a conciliator as above; he approves of conciliation as it saves costs.

Registration.

Registration is an advantage. It prevents fraud as the consideration has to pass before the Registrar. Previously the sahukar used to put them off with promises.

Sahukars.

No resident sahukars.

(9) *Village Kurul.*

Total area	10,021 acres.
Assessed „	8,525 „
Assessment	₹3,270-3-0
Kharif area	350 acres.
Rabi „	5,660 „
Number of holdings	182
Number of occupiers present	10

General opinion of the ryots.

Indebtedness has decreased. Sahukars do not lend so freely as they did before the Act was passed, and borrowing has therefore been reduced. This is a good thing, as formerly the sahukars took their all. Sahukars will not advance even small sums except on the security of sale or mortgage-deeds, or of some pledge. Sahukars prefer sale to mortgage-deeds, as under mortgage-deeds they may have to produce accounts. The resident sahukars are unpopular; they bleed the ryots; a considerate sahukar would be an advantage.

Vendors and mortgagors.

Of those present one has sold and three others have mortgaged land.

(1) Held 3 numbers (61 acres, ₹36). Sold two of these (33 acres, ₹22) eight months ago for ₹150 to celebrate his son's marriage. He still cultivates the land, and pays ₹50 annual rent. There is an oral agreement that when the principal is repaid the land is to be returned. Mortgaged the third number ten years ago for ₹100 to celebrate his brother's wedding. Pays the interest (24 per cent.) regularly, and has repaid about ₹40 of the principal. Owes besides small sums on account.

(2) Holds 11 numbers (374 acres, ₹104-8). Owed originally ₹175 to a sahukar, partly on a mortgage. The sahukar finally claimed ₹450, and took him before a conciliator, who arranged that ₹362-8 were to be paid in five instalments; about ₹80 of this sum are still due. Owes also ₹50 on a mortgage of a house, ₹100 on a simple bond, and about ₹100 on account.

(3) Had 1 number (45 acres, ₹9). Mortgaged this many years ago for ₹40. Left the village in the famine, and on his return found the mortgagee in possession. Came to a private agreement with the mortgagee, seven years ago, that he was to be restored to possession and pay the mortgagee ₹10 and $\frac{1}{10}$th of the produce for ten years. One year's instalment is overdue. Owes besides about ₹10 on account.

(4) Holds 4 numbers (104 acres, ₹57). Mortgaged one number (39 acres, ₹30) for ₹170 at 25 per cent. Owes about ₹130 besides.

Other ryots.

Four other ryots, paying assessments varying from ₹10 to ₹31-8, owe nothing; the rest owe as follows—

(5) Holds 4 numbers (58 acres, ₹53). Owes about ₹700 secured by the pledge of ornaments. Borrowed the money to pay off debts incurred in the famine. Pays 12 per cent. interest.

(6) Holds 7 numbers (230 acres, ₹57). Owes ₹50 on two simple bonds, and small sums on account.

(7) Holds 1 number (45 acres, ₹28). Owes ₹100 on a simple bond executed shortly after the famine. Pays 28¼ per cent. interest.

The Kulkarni thinks that altogether about 25 or 30 persons (including sharers as well as Khâtadârs) have sold, and that about 100 persons have mortgaged land in the village since the Act came into force.

Registration. Registration is an advantage. It prevents forgery, protects men who cannot write, and ensures the correct statement of the consideration.

Sahukars. There are two or three resident sahukars, but they are not present.

(10) *Village Penur.*

Total area	8,724 acres.
Assessed „	8,397 „
Assessment	₹2,504
Kharif area	187 acres.
Rabi „	8,210 „
Number of holdings	44
Number of occupiers present	10

General opinion of the ryots. If anything, their debts are increasing owing to bad seasons. People borrow as much as ever, but the sahukars "tie them hand and foot" before making advances. Men of good credit can borrow on bonds and personal security, but in other cases the sahukars insist on mortgages. The ryots lend to each other sometimes.

Vendors and mortgagors. (1) The patel's holding (8 acres, ₹9-4) was sold in execution of a decree, but he is doubtful whether it was sold before or after the Act came into force.

(2) Mortgaged 2 numbers (41 acres, ₹10) one year ago for ₹100 at 18¾ per cent. Borrowed the money for family expenses. No other debts.

(3) Mortgaged a portion of a number for ₹50 at 18¾ per cent. about a year ago. Required the money to spend on his holding. No other debts.

The village officers think that altogether about four or five ryots have sold, and as many have mortgaged land in the village, since the passing of the Act.

Other ryots. Five men paying assessments of from ₹23 to ₹48 have no debts. The others owe as follows—

(6) Holds 3 numbers (67 acres, ₹18-8). Owes about ₹200 on three simple bonds. Borrowed the money within the last three years to dig a well and otherwise improve his holding.

(7) Holds 7 numbers (155 acres, ₹59). Owes ₹1,000 on three simple bonds bearing interest at 18¾ per cent. Has paid interest regularly, but no part of the principal. Has a large family, and had to borrow to support them. Hopes to pay off the amount by greater industry.

Suits. There have been very few suits, and no recent ones.

Sahukars. There are two or three resident sahukars, but their dealings are small.

(11) *Village Patkuli.*

Total area	7,360 acres.
Assessed „	5,896 „
Assessment	₹1,912
Kharif area	603 acres.
Rabi „	4,036 „
Number of holdings	141
Number of occupiers present	7

General opinion of the ryots. Debts have increased since the famine, owing to bad seasons, and the ravages of wild pigs, which live in the Government forest, and the prickly-pear jungle, which covers the Government waste. Sahukars do not lend so readily as before, and require the security of the land.* Mortgages are now more numerous than they were before the famine.

Vendors and mortgagors. There have been about twenty sales and as many mortgages in the village during the past six years. Of these the only one who is present holds one number (27 acres, ₹10). He borrowed ₹100 on a mortgage about five years ago, and ₹50 on another bond one year ago. The former is by private agreement to be repaid in two instalments of ₹50 each; the latter bears interest at 18¾ per cent. Part of the money was spent on a marriage.

Other ryots. Three, paying assessments varying from ₹5 to ₹52, have no debts. One, paying ₹10 assessment, owes ₹40 on a simple bond at 18¾ per cent. Another, paying ₹41-3-0, owes ₹550 on a simple bond, which he is paying off by private agreement by annual instalments of ₹100.

Suits. There have been no suits during the last ten years.

Registration. Registration is a benefit, but the Office is 8 miles away.

(12) *Village Tamboli (Inam).*

Total area	4,544 acres.
Assessed „	4,223 „
Assessment	₹1,717-14-0
Kharif area	2,210 acres.
Rabi „	2,013 „
Number of holdings	91
Number of occupiers present	20

* Compare this general statement with the evidence which follows.

They have no debts, and as their land is inferior * no one would lend them money even if they wanted to borrow. Before the famine they had fallen into arrears with their revenue, but the "*Inamdar*" granted them remissions. In bad seasons the "*Inamdar*" helps them, and at other times they help each other. No one in the village is in debt. There are about 36 wells in the village. There used to be small dealings with sahukars before the famine, but there are no dealings now. Money is never borrowed for marriages. They prefer to let people remain single rather than get into debt over a marriage. People of other villages could keep out of debt if they worked harder. How can a family keep out of debt, if only one or two members work, and the rest lounge about the village?†

General opinion of the ryots.

(13) *Village Yaoli.*

Total area	4,995 acres.
Assessed „	3,861 „
Assessment	₹1,462
Kharif area	165 acres.
Rabi „	2,815 „
Number of holdings	79
Number of occupiers present	6

The people are less in debt than they used to be, as no one will lend them money. They are also poorer‡ than they used to be. They used to have sufficient cattle, but these had to be sold to meet the assessment. Speaking generally, however, the people are not in debt.

General opinion of the ryots.

The only sale of land since the famine was of some land by a sahukar to a resident of another village. There was one mortgage, but the land was afterwards redeemed.

Vendors and mortgagors.

(1) Holds 3 numbers (134 acres, ₹43). Owes about ₹100 on account, and pays 18¾ per cent. interest. Has paid off all his father's bond debts.

Other ryots.

(2) Holds 1 number (42 acres, ₹19). Owes about ₹125 on account.

(3) His father used to hold 4 acres (₹5) which he transferred to a sahukar before the famine. Witness continued to cultivate and paid no rent, alleging that the transfer was a mortgage and that the amount had been paid off. The sahukar alleged that the transfer was a sale. The Court decided that the transfer was a mortgage, and decreed redemption on payment of ₹419 within six months. Witness was unable to pay and was ousted. Is now a daily labourer.

(4) Has 3 numbers (48 acres, ₹25) standing in his name, but his father transferred the land before or during the famine to a sahukar, who holds the land and won't show any papers. Witness rents other land and pays half the produce as rent.

Two other men, paying assessments of ₹20 and ₹42 are not in debt.

Suits.

There have been four suits altogether in the village since the famine. Except No. (3) above, the parties are not present.

Registration.

They have had no experience of registration.

Sahukars.

No resident sahukars.

(14) *Village Najik Pempri.*

Total area	3,616 acres.
Assessed „	3,010 „
Assessment	₹857
Kharif area	500 acres.
Rabi „	1,825 „
Number of holdings	56
Number of occupiers present	13

General opinion of the ryots.

Their debts have decreased, as their land can no longer be sold in execution of money-decrees. By living carefully they have managed to pay off their debts. Persons in need do borrow; it depends on the credit of the borrower what security is required.

Vendors.

There have been no sales of land since the famine, except by one ryot to another.

Mortgagors.

(1) Holds 1 number (18 acres, ₹14). His father mortgaged this land long before the famine; does not know for how much. It was arranged* that the mortgagee is to receive ₹30 annually for ten years and then cancel the deed. This arrangement was made six years ago, but for five years the mortgagee was in possession and kept the profits. Witness has cultivated for one year, but has not paid the ₹30.

(2) Holds 2 numbers (78 acres, ₹9). His father mortgaged the land before the famine for seven years. The period has elapsed, but the mortgagee won't give up the deed. Witness has been in possession of the land for five or six years. Borrowed ₹50 last June, on a bond at 28¼ per cent. to buy a field in another village. No other debts.

* This statement appears to be justified by the lowness of the assessment.

† These men, some twenty in all, were well-clothed, and showed no signs of poverty. It was subsequently asserted by people of other villages that their statements about being out of debt were not true: but the records of the Registration Department show that no documents except leases have been executed in the village.

‡ The same idea prevails in some other villages also. A man who has borrowed or can borrow is considered well-to-do, no matter how involved he may be, while a man, who cannot obtain advances readily, is considered a pauper, even though not in want.

* The arrangement was apparently effected by the Sub-Judge acting as conciliator.

(3) Holds 2 numbers (47 acres, ₹26). Mortgaged half his share in another holding about nine months ago for ₹100 at 24 per cent., in order to buy some land in the village. By oral agreement the mortgagee gets one-fourth of the produce in lieu of interest.

(4) Borrowed ₹100 before the famine; the debt rose with interest to ₹800. In satisfaction has mortgaged his share for 20 years to the creditor. Witness cultivates and pays the creditor ₹30 and 9 maunds of grain annually.

Other ryots. Six* men paying assessments varying from ₹4 to ₹83, have no debts.

(7) Holds three numbers (87 acres, ₹20). Borrowed ₹30 on a bond at 28½ per cent. three years ago; has paid one year's interest only owing to bad seasons. Owes also about ₹60 on account.

(8) Holds three numbers (57 acres, ₹23). Borrowed ₹100 on account last year to embank a field. A *Gusar* of Mohol says he owes about ₹800 on account of his father's and uncle's debts. The *Gusar* got a decree against him before the famine, and has taken out execution twice since the famine. Last year witness paid him ₹100 worth of grain, but got no receipt. The *Gusar* told him that the decree was still in force.

(9) Holds two numbers (60 acres, ₹30). Owes about ₹30 on account. Will have to borrow this year, as he wants to dig a well. Will not apply for takáví, as he cannot get the money when he wants it.

Suits. Mortgagor No. (1) received a summons about five or six months ago, but does not know what it was about. Went to Court and was asked for his statement. Said he knew nothing, and was told to go home.†

Mortgagor No. (2) was summoned twice, but did not obey either. The last was received two years ago. Was afraid to go to Court and ran away. Perhaps he was wrong in not going to Court. Will go now if he is told to.

Registration. They approve of registration.

* Sahukar. No resident sahukars.

(15) and (16) *Villages Malikpeth and Kharkhatni.*

Total areas	406 acres. / 2,621 „
Assessed areas	330 „ / 2,094 „
Assessments	₹177 / ₹1,076-12
Number of holdings	16 / 49
Number of occupiers present	18

* One of these men complained of the difficulty of getting takáví. The mámlatdár explained that the application had been made before notice of the allotment was received in his office.

† This was apparently an application to a conciliator, in support of which the applicant did not appear

Kharkhatni is uninhabited. It was deserted in the famine before last, and the people live in Malik peth.

General opinion of the ryots.

Their debts are about the same as they were; the amount depends on the season; it decreased last year, and has increased this year. They used to borrow on account, but have now to execute documents. Sahukars now decline to advance money except on sale-deeds* or mortgages with possession.

Vendors. (1) Sold† one number (14 acres, ₹13) to a weaver of Mohol for ₹100 about five years ago. Wanted the money for a marriage and other purposes. Cultivates and pays the assessment; also pays the purchaser one-fourth of the produce as interest on half the purchase money, and ₹9 per annum on the other half. Has other land besides. No other debts.

(2) Sold one-third share in two numbers (29 acres, ₹27) four years ago to a weaver of Narkhed for ₹80, to pay off old debts. Has land in Narkhed, and lives there. Has no other debts.

Eight other persons in the village (not present) have sold land since the famine; two to pay off old debts, and the rest because the price offered was good. The purchasers were not professional money-lenders.

Mortgagors. (1) Bought one number (24 acres, ₹16) two years after the famine, and mortgaged it six months ago for ₹500. Wanted the money to dig a well, make a bank, and purchase other land. Is to repay the ₹500 in instalments in eight years. No other debts except petty sums on account.

(2) Holds three numbers (39 acres, ₹30-8). Bought one of these (10 acres, ₹6) five years ago for ₹40, and mortgaged it to another ryot eight or nine months ago for ₹30. Required the money to pay the revenue. The mortgagor holds the land in lieu of interest. No other debts.

(3) Mortgaged one number (16 acres, ₹4) four years ago to a sahukar for ₹30. Wanted the money to dig a well. Pays the interest, 24 per cent., regularly, but still owes the principal. Also owes ₹50 on account. Would not have been able to borrow on account, had some of his land not been mortgaged. ‡

According to the kulkarni these are the only mortgages in the village.

* The sales referred to are sales subject to the condition that the property is to be retransferred on the repayment of the purchase money within a fixed period. The condition is not always entered in the deed.

† Evidently a temporary or conditional sale only

‡ What the witness probably meant was that the sahukar having in the mortgage a hold over the witness, was not afraid to make other advances without security.

Other ryots.

None of the 13 other ryots present is in debt: they pay assessments varying from ₹6 to ₹73. Those not present are said to be also free from debt.

Suits.

One man was summoned by a conciliator, but did not go. The application referred to his father's debts, and he knew nothing of them. Conciliators can do nothing. They can only ask parties to agree, and parties never do agree. People therefore do not take the trouble to attend when summoned.

Registration.

Registration is no advantage; it only gives trouble.

(17) *Village Ghatni.*

Total area	1,818 acres.
Assessed „	1,605 „
Assessment	₹1,139
Kharif area	*Nil.*
Rabi „	1,195 acres.
Number of holdings	49
Number of occupiers present	23

General opinion of the ryots.

Debts have decreased a little; in the good years some old debts were paid off. Men of good credit borrow as easily as before; but men of doubtful credit experience more difficulty. Formerly sahukars lent readily to anyone, as they were always sure of the land; now, except in the case of men of good credit, they require mortgages, etc.

Vendors.

Two occupiers (not present) have sold some land to a sahukar. There have been no other sales since the famine.

Mortgagors.

(1) Holds 5 numbers (76 acres, ₹69). Has made over one of these (25 acres, ₹21) to a sahukar for seven years in satisfaction of an old debt incurred before the famine. Mortgaged another number (6 acres, ₹5) with possession to a sahukar for ₹60 two years ago. Required the money for a marriage, etc. Has made a third number (17 acres, ₹16) over to a sahukar for seven years in payment of ₹70—the balance of his father's debts. Owes besides ₹70 on a simple bond and 11 maunds of grain, with interest.

(2) Holds 3 numbers (29 acres, ₹18-8). Mortgaged two of these for ₹100 five years ago. Wanted the money for a marriage and to buy bullocks. Pays 18 per cent. No other debts.

(3) Holds 1 number (26 acres, ₹25); mortgaged this land for ₹75 last June to pay off old debts and to support himself. Pays 24 per cent. Owes besides above ₹30 on account.

(4) Mortgaged 1 number (36 acres, ₹25) nine months ago for ₹200 at 24 per cent. Wanted the money for his son's marriage and the purchase of bullocks. No other debts.

(5) Holds 2 numbers (35 acres, ₹29). His grandfather mortgaged one of these before the famine for ₹300, he thinks, but does not know. Owes also about ₹30 on account.

Other occupiers.

Twelve occupiers paying assessments varying from ₹8 to ₹24 have no debts. Two of these—paying assessments of ₹8 and ₹10—are baniyas; two others—paying assessments of ₹32 and ₹37—are professional money-lenders. Three of these four bought their holdings from Government. The fourth bought 2 numbers { 10 acres, ₹12 ; 26 „ „ 15 } by private sale { 6 ; 2 } years ago for { ₹100 ; „ 175 }.

The other occupiers owe as follows—

(13) Holds 6 numbers (71 acres, ₹57-8). Owes about ₹150 on account.

(14) Holds 1 number (22 acres, ₹24). Owes about ₹30 on account.

(15) Holds 1 number (19 acres, ₹18). Borrowed ₹50 at 28¼ per cent. on a simple bond about 1½ years ago.

(16) Holds 1 number (9 acres, ₹9). Owes ₹200 on account. Pays 25 per cent. Borrowed for a marriage, etc.

(17) Holds 1 number (10 acres, ₹10). Owes ₹15 on account.

(18) Holds 1 number (19 acres, ₹12). Owes ₹40 on a simple bond at 28¼ per cent.

Suits.

There have been no suits. Mortgagor No. (1) settled one of his accounts before a conciliator.

Registration.

The ryots object to the registration of petty bonds. The sahukars approve of registration, but object to cash payments in the presence of the registrar. The real consideration is often not cash, but outstanding debt. They cannot say why the true consideration should not be entered in the bonds.

Sahukars.

One of the two sahukars complains that the exemption of cattle, agricultural implements, and land from execution has caused him loss. He has upwards of ten time-barred decrees, but all dating from before the famine. He also objects to the production of accounts; old accounts are frequently adjusted by passing new bonds, and it is not fair for the Court to go behind these. The other sahukar has no complaints, and never institutes any suits.

(18) *Village Kolegaon.*

Total area	2,416 acres.
Assessed „	1,821 „
Assessment	R1,210
Kharif area	20 acres.
Rabi „	1,537 „
Number of holdings	36
Number of occupiers present	10

General opinion of the ryots.

Debts have decreased. Land, cattle, houses, and implements are now exempt from attachment, and the people are better off. If they want money they borrow from each other. They were not in debt before the famine. In the famine they lost their cattle, and had to take advances from Government. These have since been repaid. They now, if they want money, borrow from each other. Sahukars will lend to men of good credit as readily as ever, but require security from doubtful persons. There is no irrigated land in their village. Wild pigs have multiplied in the forest, and do great harm to the crops. One ryot asked for takáví about two months ago; his application is still pending.

Vendors.

There have been no sales of land in the village since the Act was passed.

Mortgagors.

One ryot holds a half share in 4 numbers (123 acres, R94). The whole holding was mortgaged before the famine by his father; he does not know for how much. His father died four years ago, and since then witness has paid nothing. The mortgagor (a baniya of Sholapur) asked him for some grain last year, but he pleaded poverty. He thinks the mortgagor a considerate man. No other land in the village is mortgaged.

Other ryots.

Seven ryots paying assessments varying from R20 to R76 are not in debt. One paying R32 assessment owes about R25 on account. The ninth (87 acres, R62) borrowed R75 for a marriage from a ryot of Shirapur: pays 37½ per cent. interest. All the other occupiers in the village are said to be equally free from debt.

Suits.

There have been no suits.

Registration.

No bonds have been registered.

Sahukars.

No resident sahukars.

(19) *Village Wadwal.*

Total area	2,658 acres.
Assessed „	2,194 „
Assessment	R1,322
Kharif area	109 acres.
Rabi „	1,604 „
Number of holdings	55
Number of occupiers present	14

General opinion of the ryots.

Debts vary with the season, increasing in bad, and decreasing in good, years. Borrowing has been contracted under the Act. It is now more difficult to borrow than it was, and even in the case of good borrowers, sahukars insist on sales or mortgages of land, or on some pledge of property.*

Vendors.

There have been ten sales of land in the village during the last ten years. Of these one was to a sahukar; the rest were by one ryot to another.

Mortgagors.

One number (24 acres, R20) was mortgaged about 18 months ago for R45 at 37½ per cent. The crops had been destroyed by wild pigs, and the owner had to borrow to pay the assessment and support himself. The same ryot has four numbers and a house which he had mortgaged with possession to a sahukar before the famine for R300. The sahukar failed to pay the assessment, and Government sold the land for arrears of revenue.† The sahukar bought the land at the sale, and is now the registered owner. Witness was too poor to sue the sahukar.

There have been no other mortgages since the famine.

Other ryots.

Eight occupiers, paying assessment varying from R10 to R42, have no debts.

(9) Holds 2 numbers (45 acres, R35). Borrowed R40 at 28½ per cent. 3 years ago on a simple bond. Owes also about R25 on account.

(10) Holds 5 numbers (135 acres, R84). Owes R50 on account.

(11) Holds half of 1 number (42 acres, R16). Owes R25 on account.

(12) Holds 1 number (18 acres, R11). Owes about R50 on account.

(13) Holds 5 numbers (97 acres, R79). Borrowed R60 3 years ago on a bond at 37½ per cent.

The absent ryots are said to be in the same condition as the above.

Suits.

(1) One man was sued on a simple bond, executed by his brother before the famine, and had a decree passed against him. Was first summoned before a conciliator, but the creditor would not agree to instalments. His crops were attached, but he released them by selling cattle and paying up.

(2) The mortgagor (as above) was summoned before a conciliator by the same sahukar who

* This statement seems at variance with the evidence

† Government was presumably not aware that the sahukar was responsible for the revenue.

cheated him out of his mortgaged land. The sahukar advised him not to attend, and induced him, by promising to restore his house, to execute a bond for R120 on account of debts alleged to have been incurred by his father. He signed the bond, as the sahukar was high-handed and threatened to kill him. The sahukar has not restored the house, and he has paid nothing under the bond. If he is sued on the bond, he will appear to defend the suit. He will not be deterred by threats. Cannot say why he trusted the sahukar in spite of the latter's behaviour in respect of the sale of the land.

Registration. Registration is an advantage, but the cost falls heavily on poor men who borrow small sums.

Sahukars. There is one resident sahukar: he has been a long time in the village, and holds some land.

(20) *Village Mohol.*

Total area	11,640 acres.
Assessed „	10,262 „
Assessment	R4,162
Kharif area	778 acres.
Rabi „	7,784 „
Number of holdings	207
Number of occupiers present	22
Number of sahukars present	10

General opinion of the ryots. Indebtedness is unchanged, and people borrow just the same as formerly. Borrowing is, however, more troublesome, as sahukars are reluctant to lend, and insist on mortgages or other security. The reason why sahukars are reluctant to lend is that they are not paid punctually. Men of good character pay up regularly, but others, who are indifferent to their credit, do not pay, and cannot borrow. Agriculture is less paying than it used to be.

Sales. One ryot (a teli) sold a field about two months ago. He had bought it from Government about four years ago, but as he failed, after protracted litigation, to obtain a right of way to it, he had to part with it.* Altogether there have been from 15 to 25 sales of land in the village since the Act was passed.

Mortgagors. (1) Holds one number (31 acres, R17-8). Mortgaged it, about four years ago, to his nephew for R90.† Pays no interest. Has owned the land for 30 years.

(2) Holds two numbers (59 acres, R25). Mortgaged one field (46 acres, R20) one year ago for R50 to buy bullocks. Pays 24 per cent. No other debts.

There are said to have been altogether about 25 mortgages in the village since the Act was passed.

Other occupiers. Twelve occupiers (including two baniyas who do a little money-lending), paying assessments varying from R9 to R72, have no debts.

(13) Holds 14 numbers (291 acres, R162) "inam." Father died four years ago leaving about R900 of debts. Has given the creditor certain land in another village for nine years in satisfaction of these debts. No other debts.

(14) Holds 1 number (48 acres, R21). Owes R100 on a simple bond. Pays 18 per cent. interest. Borrowed the money for household expenses. No other debts.

(15) Holds 2 numbers (51 acres, R23). Owes R30 on simple bond, and R10 on account. Interest = 18 per cent.

(16) Holds 3 numbers (143 acres, R59). Owes R50 on two bonds, and R50 on account. Interest = 18 per cent.

(17) Holds 1 number (26 acres, R16). Has a decree for R150 against him arising out of a security bond.

(18) Holds 3 numbers (91 acres, R23). Owes about R40 on account.

(19) Holds 1 number (38 acres, R5). Borrowed R40 last year for a marriage, on a simple bond at 28¼ per cent.

Suits. There appear to have been no suits (other than Village Munsif's suits) except the one referred to by No. (17) above.

Registration. Registration is an advantage, as it makes all transactions fair and open.

Conciliators. *Vital Raoji Deshpande* has been a conciliator since the passing of the Act. Lives in Mohol and is conciliator for the whole Marha taluqa. Had twelve applications in 1890 and 21 in 1891. In the early years of the Act applications were more numerous—upwards of 50 or so. Has never effected an agreement in any case, but has heard from parties themselves that applications sometimes lead to private agreements Attributes the reduction in the number of applications to the settlement of old debts Generally allows about 21 days for the attendance of parties, but never summons a defendant twice except at the plaintiff's request

Village Munsif. Has been Village Munsif of Mohol since the commencement of the Act Has lived in Mohol 30 years. Is a vakil and an agriculturist, and does a little money-lending. Has jurisdiction in Mohol only, the population of which is under

*This is the man's own story, but it sounds incredible.

†This does not appear to be a *bond fide* transaction. The mortgagor is a money-lender.

5,000. The institutions for the last five years have been as follows :—

1887	34 cases.
1888	67 ditto.
1889	80 ditto.
1890	47 ditto.
1891	18 ditto.

Before 1887 institutions were much the same. The suits are chiefly for the recovery of shop debts, wages, and small loans. Few of them relate to agriculturists. Parties generally attend, and claims are seldom disputed. Applications for execution are very few, as decrees are generally satisfied in his presence or privately. Village officers are sometimes directed to attach moveable property, but in no case has sale been resorted to. Portions of claims are sometimes abandoned in order to bring cases within his jurisdiction. Suits are decreasing as debtors see that there is no advantage in deferring the settlement of just claims.

Village Registrar.

Sitaram Gobind was appointed Village Registrar of Mohol in April 1890; has been Village Registrar about ten years altogether. Has 35 villages in his circle within a radius of 9 miles. The number of documents registered has increased since 1887, when the change of system was introduced. People do not like going all the way to the taluqa town to register documents. Sale-deeds and leases show a tendency to increase. When drawing up a document, he takes the debtor's instructions first and then asks the creditor if he agrees. He always reads out the document, when ready, to the parties. There have been very few applications for copies since 1887. Has rarely any difficulty about the identification of parties. Has heard no complaints about the necessity of registration. If the parties are ready the preparation and execution of a document takes about ¾ of an hour. In May, June, and July when as many as 15 applications for registration may be made in one day, parties have sometimes to come a second time. Those are the chief months for the execution of leases and for the celebration of marriages.

Registrations during 1890 and 1891.

Description of document.	Immoveable property.		Moveable property.	
	1890.	1891.	1890.	1891.
Sales	110	87	2	3
Mortgages with possession . .	32	15	*Nil.*	*Nil.*
Mortgages without possession . .	30	25	1	3
One-year leases	112	163	*Nil.*	*Nil.*
Simple bonds	*Nil*	*Nil.*	57	61
Other documents	16	12	16	27
Total .	300	302	76	94

Sahukars.

There are 10 resident sahukars—four *Gusars*, four *Lingaits*, one *Brahman*, and one *Mahratta*. Some of them are agriculturists also.

The Act has been fatal to men trading on borrowed capital. It has also caused loss to capitalists, as it tends to discourage lending owing to the difficulty of recovery. Everything now depends on the debtor's honesty, as land, houses, and cattle can no longer be attached. All property whatever should be attachable in execution, as otherwise men who can pay up, can avoid doing so. They have no objection to, but see no advantage in, conciliation; it may possibly save a few suits, but they practically never institute any. They personally have no strong objection to the going behind bonds or the production of accounts; men who keep accounts can easily show them; but those have no regular accounts, and deal only in bonds, must sometimes lose as they cannot prove the history of the debt, if the other party questions it. They do not object to the reduction of interest, or to instalment decrees, as they frequently consent to instalments in private settlements; but they think that instalments should always carry interest. A banker's business lies with needy people, and anything which tends to discourage such people from borrowing injures the banker's business. A banker cannot avoid loss by dealing with honest people only; even honest people sometimes fail to meet their obligations.

(21) *Village Mhaisgaon.*

Total area	7,043 acres.
Assessed „	5,873 „
Assessment	R3,208
Kharif area	205 acres.
Rabi „	5,281 „
Number of holdings . . .	133
Number of occupiers present . .	21

General opinion of the ryots.

Debts have increased owing to unfavourable seasons. The land is becoming less productive every year. There used to be a considerable Kharif area, and now there is very little. The Kharif gives the people their staple food, and gives them money in time to pay the Government assessment. The people borrow more than formerly and interest has fallen; but it is only persons of good credit who can now get loans without security; in other cases sahukars will no longer lend except on land. The sole cause of this loss of credit is the increasing unproductiveness of the soil. The price of land has, however, risen, though not much

Vendors.

There have been only two sales of land since the Act was passed. These were by men who lived in other villages and could not attend to the land.

(1) Holds 3 numbers (77 acres, ₹46). Mortgagors. Mortgaged two of these one year ago,—one for ₹100 at 24 per cent., and the other for 20 maunds of grain, for which he is to repay 25 maunds. Mortgaged another number (15 acres, ₹12-8), held in common with his brothers, for ₹300, at 9 per cent. in the famine year; the mortgagee has got a decree, and the land is about to be sold. No other debts.

(2) About twelve others are said to have mortgaged land, but they are not present.

Other occupiers. Twelve occupiers, paying assessments varying from *4 annas* to ₹100, are not in debt. One of these (150 acres, ₹100) is a petty sahukar who bought the land just after the famine; he leases out the land, taking generally half the produce as rent.

(13) Holds 2 numbers (29 acres, ₹15). Owes about ₹200 on simple bonds. Does not know how many bonds there are.

(14) Holds 6 numbers (128 acres, ₹43). Owes 20 maunds of grain. Pays the interest (5 maunds) regularly. Is to repay the principal in three years.

(15) Holds one number (28 acres, ₹11). Owes about ₹100 on account. Interest = 12 per cent.

(16) Holds four numbers (109 acres, ₹64). Owes ₹80 under a decree, and about ₹250 on account. Has a large family to support, and so got into debt. In good years he can make both ends meet, but his crops suffer from wild pigs. Has been in debt seven or eight years. Interest = 24 per cent.

(17) Holds ten numbers (54 acres, ₹47). Owes about ₹25 on account.

(18) Holds two numbers (85 acres, ₹64). Owes ₹80 on account. Borrowed the amount three years ago to pay his assessment. Repays and borrows annually. Has a large family.

(19) Holds seven numbers (120 acres, ₹14). Owes ₹150 on account.

(20) Holds two numbers (83 acres, ₹48). Owes about ₹150 on account. Interest = 37½ per cent. Has a large family.

The occupiers who are not present are said to be in similar circumstances to those present.

Suits. Two men have been sued. Mortgagor No. (1) and occupier No. (16). The mortgagor did not attend before the Conciliator as his child was ill. The Court gave a decree—he cannot say for how much—payable by instalments of ₹120 per annum. No instalment has been paid, so the land is to be sold.

No. (16) says a decree for ₹75 was obtained against him in 1883; he paid ₹10 to the decree-holder's "*gomashta*" the other day when a notice of attachment* reached him, but got no receipt. He had another claim of ₹40 principal, and ₹40 interest, against him: by a conciliation agreement the claim was reduced to ₹75 repayable in two instalments. The instalments have been paid.

Registration. The people object to the trouble and expense of registering small bonds. The village officers should be authorized to register, and bonds under ₹50 in amount should be exempt altogether.

Sahukars. No resident sahukars.

(22) *Village Barloni.*

Total area	6,734 acres.
Assessed „	5,972 „
Assessment	₹2,533
Kharif area	110 acres.
Rabi „	5,861 „
Number of holdings	89
Number of occupiers present	18
Sahukars	3

General opinion of the ryots. Their debts have decreased under the Act owing to the extension of the system of instalments and the settlement of disputes by conciliation. Conciliation saves court fees, and there are now fewer suits. Formerly they had to borrow to meet decrees: now they can pay by instalments and have less need of borrowing. The rate of interest has not varied, and borrowing is not more difficult than before. Small sums can be borrowed on account, but generally bonds have to be given. Mortgages are not more numerous than before, but sahukars now prefer mortgages for short terms for the sake of speedy settlements. Mortgages should be prohibited by law.

Vendors. (1) Holds two numbers (19 acres, ₹16). Had also three numbers (73 acres, ₹52-8) which he conveyed to his brother-in-law to save them from his creditors. The brother-in-law died, and his son was induced to sell the land to the sahukar for a maund of grain. The land was worth ₹1,000.

(The two numbers, which this man now holds, are said to be subject to an old mortgage, dating from before the famine; but he pays nothing, and denies all liability.)

No other debts.

(2) Held three numbers (117 acres, ₹57). Sold one of these (38 acres, ₹19) two years ago to an agriculturist for ₹250. Wanted the money for household expenditure. Mortgaged the other two to a sahukar for ₹400 at 12 per cent. Has

* It was not a notice of attachment, but a notice calling on the witness to show cause on a future day why attachment should not take place. The witness seemed more or less ignorant of how he stood, and had to appeal for information on every point to his fellow villagers.

re-paid ₹200 in grain as principal and interest. Asked for a receipt, but the sahukar put him off, saying that they were on good terms, and that he would give a receipt when the debt was paid off. He served the sahukar with a notice, but the sahukar replied that other debts were also due.

Owes also about ₹100—₹65 on bond and the rest on account.

(3) Altogether about eight numbers are said to have been sold in the last ten years, but no other vendors are present.

Mortgagors.

(1) Holds three numbers (91 acres, ₹50). Mortgaged one (31 acres, ₹20) one year ago to a sahukar for ₹150 at 28⅛ per. cent. No other debts.

(2) Holds one number (8 acres, ₹9). Mortgaged this land one year ago for ₹100 in satisfaction of old debts: is to pay off in two instalments. Owes also ₹50 on a bond. Has already paid off ₹2,000 of old debts by allowing the sahukar to hold the land for 21 years. No other debts.

(3) Holds two numbers (61 acres, ₹35). Has made over one of these to his uncle for four years in payment of a debt of ₹40 in cash and 8 maunds of grain.

(4) About 12 numbers altogether are said to be mortgaged, but no other mortgagors are present.

Other occupiers.

Eight ryots, paying assessments from ₹17 to ₹65, are not in debt. Also three sahukar occupiers, who hold as follows:—

(9) Holds four numbers (163 acres, ₹114). Acquired three of these from fifteen to forty years ago; the fourth belongs to a *mâli*, who is to get it back on payment of ₹75 annually for ten years. Receives as rent on his land two-fifths of the produce on dry land and one-third on irrigated land.

(10) Holds four numbers (111 acres, ₹65). Acquired two numbers about forty years ago, and two ten or twelve years ago. Receives as rent from one-third to one-half of the produce.

(11) Holds two numbers (45 acres, ₹28). Inherited one, and bought the other about fifteen years ago. Lets the land as above, or cultivates it by hired labour.

The other occupiers are—

(12) Holds three *inam* numbers (186 acres, ₹109). Owes ₹200 on a bond.

(13) Holds two numbers (72 acres, ₹43). Owes an agriculturist about ₹100 on account.

Suits.

There have been no suits since the famine. There were three applications to conciliators, of which two resulted in an agreement.

Registration.

There should be a registering officer in every village, or registration of petty bonds should be abolished.

Sahukars.

There are three resident sahukars; they deal with other villages also. The Act has interfered with their business, as out of Court they are hampered by the trouble and expense of registration, and in Court they lose by instalment decrees not carrying interest. They would not object to instalments if they carried interest. One has had two suits under the Act, and the other two, one each. Conciliation is of no use, as the debtors will not come to terms. They deny that they do not give receipts. Nothing short of the old law will content them. (The ryots object strongly to this suggestion.)

(23) *Village Laul.*

Total area	11,010 acres.
Assessed „	8,331 „
Assessment	₹2,678
Kharif area	163 acres.
Rabi „	8,167 „
Number of holdings	200
Number of occupiers present	17

General opinion of the ryots.

Debts have decreased; the difficulties in the way of borrowing discourage sahukars from lending, and some ryots have to manage without borrowing. Those who borrow have to pledge land or other property as security; those who have no security to give have to take to daily labour. The rates of interest have not been raised; they vary from 18¾ to 37½ per cent.

Vendors.

(1) The patel sold two numbers five or six years ago, one for ₹25 and the other for ₹31 to *Kunbis* of Miraj. Had to borrow for household purposes, and could not get a loan on mortgage. Now holds three numbers (111 acres, ₹36). One of these has been transferred to a creditor for six years, and is to be then returned. Another number (separate from these) has also been mortgaged for ₹400 (7 acres, ₹8). If the debt is not repaid in five years, the land is to be sold. It is garden land, and the profits are ₹60 annually.

Owes also about ₹60 on account.

(2) Altogether some fifteen sale-deeds (twelve to sahukars and three to agriculturists) have been executed in the village in the last ten years.

Mortgagors.

(1) Holds one number (22 acres, ₹9-15-0). Mortgaged it five months ago to a sahukar for ₹300 at 15 per cent. Required the money to dig a well and to make banks. No other debts.

(2) Holds one number (40 acres, ₹15). Mortgaged it four months ago for ₹175 at 18 per cent.

Of the mortgage-money ₹75 went in satisfaction of old debts, and ₹80 were paid in cash. Does not know where the balance went to, or what ₹75+₹80 come to. (The sahukar at first said the balance was deducted for registration and other expenses, etc., but on being pressed for details of these, said that ₹100 were paid in cash!) Owes also about ₹5 on account; nothing else.

(3) Holds one number (67 acres, ₹21). Purchased this number five years ago from a sahukar for ₹135. It had originally been his own land. Mortgaged it to a weaver four years ago for ₹65 at 24 per cent. Pays interest regularly.

(4) The sahukars say that fully half the occupiers in the village have mortgaged more or less of their holdings.

Other ryots.

(1) Holds three numbers (30 acres, ₹17). Owes about ₹250 (including arrears of interest) on two bonds, and about ₹40 on account. Interest = 18¾.

(2) Holds one number (59 acres, ₹11). Not in debt. Has so little land that he cannot borrow on it, and has therefore to take to labour for a living.*

(3) Holds three numbers (108 acres, ₹36). Owes about ₹100, partly on bonds and partly on account. Does not pay the interest (18 per cent.) regularly.

(4) Holds one number (32 acres, ₹24). Owes apparently ₹100 on a bond executed in lieu of a grain debt. Other old debts were extinguished by a conveyance of the land for twelve years (this being the last year).

Three others, paying assessments from ₹9 to ₹109, are not in debt.

Sahukar occupiers.

(1) Holds three numbers (102 acres, ₹32). Is a *Mahratta* by caste. One number is ancestral land; the other two were bought at a Government sale ten years ago.

(2) Is a *Gusar*. Acquired nine numbers last marriage season; three by absolute purchase, four for a term of years only, and two by mortgage. The late owners cultivate and pay rent calculated at so much per cent. on the purchase or mortgage money. Holds land in the same way in other villages also. Has not had his name entered as owner, as it is of no advantage.

(3) Is a *Gusar*. Has eight numbers (32 acres, ₹28) entered in his name, but in nearly every case the original owners have repaid the sale or mortgage-money and recovered the land. His name has been allowed to stand, as it does not matter in whose name the land is registered.

(4) Is a *Gusar*. Holds two numbers (3 acres, ₹3). His father purchased them at an auction-sale twenty-five years ago. Since his father's death the land has not been cultivated, as the late owner prevents any one from taking it. Does not know how his father managed the land.

(5) Is a *Gusar*. Holds two numbers (30 acres, ₹11). Purchased them sixteen years ago: also a third before the famine at a Court sale, but has not had it entered in his name.

(6) Is a *Kunbi*. Holds five numbers (60 acres, ₹36).

Sahukars.

The sahukars complain that under the Act, their business has been practically stopped; instalments are spread over too long a period, and do not carry interest; the rule of *damdupat* operates harshly in the case of old debts; land, bullocks, etc., should always be liable to attachment in execution of decrees; the registration of small bonds should not be compulsory.

(24) *Village Kurdu.*

Total area	11,826 acres.
Assessed „	10,082 „
Assessment	₹5,601
Kharif area	119 acres.
Rabi „	8,713 „
Number of holdings	338
Number of occupiers present	18

General opinion of the ryots.

Debts have been reduced under the Act; sahukars do not lend so freely as before, and people have to work harder and do without borrowing. The only reason which they can assign for sahukars not lending so freely is that they will not lend except on bonds or deeds, and the execution of bonds, etc., is troublesome.

Vendors.

(1) Is a *Marwari*. Holds seven numbers (119 acres, ₹71). Sold one number (21 acres, ₹13) to a *mâli*, two or three months ago, for ₹125. Purchased another number instead. Gave up money-lending when the Act came into force, and now cultivates by hired labour.

(2) Holds eight numbers (79 acres, ₹50). Sold one of these (39 acres, ₹29) for ₹200 to a local weaver. Wanted the money to pay off old debts. No other debts.

(3) Altogether about fifty numbers are said to have changed hands during the last ten years, but the parties are not present.

Mortgagors.

(1) Holds three numbers (92 acres, ₹34). Mortgaged two of these (7 acres, ₹29) in the famine year for ₹100 at 25 per cent. Failed to pay regularly, and the debt mounted to ₹400. Has now agreed privately to pay this off in eight annual instalments of ₹50. No other debts.

* The man was neatly dressed, and had all the appearance of being fairly well-to-do. The lowness of the assessment shows that the land is of inferior quality, it is to this, rather than to the size of the holding, that he must refer.

(2) Altogether about ten numbers in the whole village are said to be mortgaged.

Other ryots.

Eight men paying assessments varying from ₹20 to ₹64 are not in debt.

(9) Holds three numbers (59 acres, ₹38). Owes ₹125 on account. Has paid off all old debts by a temporary transfer of certain other land, which he has since recovered, though still standing in the sahukar's name.

(10) Holds one number (21 acres, ₹13). Owes a local tailor about ₹300 on account at 12 per cent. Borrowed ₹125 to purchase a field, ₹150 to buy bullocks, and ₹25 for a marriage. Hopes to repay the loan. Has no other debts.

(11) Holds two numbers (15 acres, ₹12). Owes about ₹600, partly on bonds and partly on account, at 1 per cent. Inherited from his father a debt of ₹200, and contracted the rest himself. Borrowed ₹80 to buy a field, and ₹100 to lend on a mortgage. Enjoys the produce of the mortgaged land. It repays the interest, and sometimes part of the principal.

Altogether about 150 occupiers are said to be free of debt, the rest are more or less in debt.

Suits.

Two men have been to Court, but do not know whether it was the Court of a conciliator or not. One of them merely knows that a Court peon locked up his house for a month; he then raised the money and paid the creditor off (vendor No. (2)).

Sahukars.

Five residents (including a weaver, a tailor, and the kulkarni) do some money-lending, but have no complaints.

(25) *Village Tadval.*

Total area	3,547 acres.
Assessed „	2,663 „
Assessment	₹1,844
Kharif area	55 acres.
Rabi „	2,608 „
Number of holdings	96
Number of occupiers present	19

General opinion of the ryots.

It is admitted that debts have decreased. The exemption of land, cattle, etc., from attachment has discouraged lending; the people are thus thrown on their resources, and have to spend less. People find they can get on without borrowing. The rates of interest have not varied, but money-lenders now prefer lending on sale-deeds.

Vendors.

There have been about four sales of land during the past ten years, but none among those present.

Mortgagors.

(1) Is a *Gusar*. Has owned two numbers (63 acres, ₹57) about 18 years, but never had his name registered. Mortgaged both two years ago to another *Gusar* for ₹400 at 12 per cent. Wanted the money to dig a well, and to buy bullocks. Used to cultivate, but now lets out the land at a rent of half the produce. Owes also ₹40 on a bond and about ₹30 on account.

(2) Holds two numbers (19 acres, ₹21). One of these is garden land, and he only really owns $\frac{1}{18}$ of it. His father mortgaged this share before the famine to a *Gusar* for ₹100, and the *Gusar* receives regularly as interest one-third of the produce. His father died four years after the famine and left some debts, but witness does not know their amount. He offered the creditor grain in payment; but the creditor wanted cash, and finally agreed to take payment when witness could afford it. The old debts are not secured in any way.

(3) About seven others in the village are said to have lands under mortgage.

Other ryots.

Of seventeen other ryots present, fifteen, paying assessments varying from ₹7 to ₹85, are not in debt at all. One of these (18 acres, ₹13) was in debt, but paid it off; another (16 acres, ₹12) says that he will have to borrow this year as his crops have failed.

(16) Holds two numbers (19 acres, ₹13-8). Owes about ₹50, partly on bond and partly on account.

(17) Holds two numbers (39 acres, ₹34). Owes ₹40, balance of a debt of ₹250 which he is paying off in instalments. Also ₹25, borrowed from a relative to buy a bullock.

Altogether about 72 of the 96 "khátadárs" are said to be out of debt.

Suits.

No. (16) above was summoned before a conciliator on account of two bonds executed by his father; does not know the amount of the claim, but agreed to pay ₹35 in four instalments; failed to pay and was threatened with a suit; then agreed privately to pay ₹45, of which he has paid ₹20. The agreement was reduced to writing, but he does not know whether it was presented in Court or registered or not. Cannot say why he did not inform the Court of the agreement or of the payment. Got no receipt for the payment. Never thought of prosecuting judgment creditor for not giving a receipt.

No. (17) above was summoned before a conciliator, but did not go; was then sued in Court and directed to pay off ₹250 in nine annual instalments.

(26) *Village Warsinghe.*

Total area	6,172 acres.
Assessed „	4,644 „
Assessment	₹2,121
Kharif area	1,248 acres.
Rabi „	3,595 „
Number of holdings	172
Number of occupiers present	10

Men of good credit can borrow without difficulty, and the rates of interest are unaltered (from 18¾ to 37½ per cent.). But sahukars will not now lend to people of bad credit. Constant borrowing ruins a man. In good years they can maintain themselves by agriculture, and in bad years by labour; but in a year like the present how could the revenue be paid without borrowing? They would, however, rather go out and break stones on the Barsi road* than mortgage their lands.

General opinion of the ryots.

None of the ryots present has sold any land; about four or five in the village have.

Vendors.

(1) Owns a two-third share in one number (50 acres, ₹25). Mortgaged this to a *Gusar* one month ago for ₹60 at 28½ per cent. Wanted the money for his son's marriage. Spent ₹175 altogether on the marriage. Raised the balance by selling a bullock and some grain, and by taking his son's savings. No other debts.

Mortgagors.

(2) Holds two numbers (36 acres, ₹7-6). Believes that his father mortgaged this land before the Act was passed for ₹150: but does not know what interest was agreed on and has paid nothing. Has only recently returned to the village. No other debts.

There are no other mortgages in the village.

(3) Three ryots, paying assessments varying from ₹15 to ₹18, have no debts.

Other occupiers.

(4) Holds five numbers (151 acres, ₹83). Owes about ₹100—₹75 on bonds and the rest on account. Had to borrow during the last two years to pay his assessment. Interest = 25 per cent.

(5) Holds six numbers (165 acres, ₹97). Owes about ₹40 on account.

(6) Holds three numbers (91 acres, ₹62). Owes about ₹60 on account.

(7) Holds three numbers (132 acres, ₹48). Owes about ₹100 on account.

(8) Holds one number (36 acres, ₹16). Owes about ₹50 on account.

All the ryots in the village are said to be similarly circumstanced.

There have been no suits since the famine. Before that there were some.

Suits.

Sahukars. No resident sahukars.

* This is a metalled road which carries a large amount of traffic to the Railway, and doubtless requires considerable labour for its up-keep.

(27) *Village Bhosre.*

Total area	3,424 acres.
Assessed „	2,788 „
Assessment	₹1,675
Kharif area	240 acres.
Rabi „	2,547 „
Number of holdings	99
Number of occupiers present	16

General opinion of the ryots.

Debts have decreased, as the difficulty of recovery under the new law has restricted lending. Under the old law debts accumulated with interest to any extent. Owing to the difficulty of borrowing the ryots are reduced to considerable straits in bad years, but they earn a good deal as cart-drivers and coolies. People of good credit can borrow as easily as before, but sahukars dislike lending to others unless they can get the land. Mortgages are unpopular with both parties, with the ryot as he dislikes risking his land, and with the sahukar as he can be called on for an account.

Vendors.

No land has been sold during the last ten years.

Mortgagors.

(1) One ryot mortgaged one number (15 acres, ₹8) and a fourth share in two others about four years ago for ₹260. Has paid the interest (24 per cent.) regularly, but no part of the principal. Borrowed for a marriage, also to buy bullocks and settle old debts.

(2) About four or five others (not present) have mortgaged land since the famine.

Other ryots.

Eleven ryots paying assessments varying from ₹10 to ₹58 are not in debt.

(12) Holds seven numbers (87 acres, ₹57). Owes ₹400 on bonds and ₹100 on account. Interest = 24 per cent. These bonds represent the balance of some money borrowed 25 years ago to buy land; has already repaid about ₹2,200.

(13) Holds five numbers (61 acres, ₹51). Owes ₹600 on bonds at 24 per cent. ₹400 of this sum represent his father's debts; the rest was borrowed to buy fodder, etc. Is paying off his debts; but this is a bad year.

(14) Owns one-half of nine numbers (81 acres, ₹64). The share stands in the name of a sahukar to whom witness's father transferred the whole holding before the famine for ₹350. Witness's brother has repaid ₹450 and redeemed his half. Witness cultivates his own half and pays ₹45 annually = interest on the amount still due to the sahukar at 28½ per cent. Has paid the sahukar ₹150, and when he has paid the balance will get the land back. Has got no receipts for his repayments, nor have they been endorsed on the sale-deed. He trusts entirely to the sahukar's honour to retransfer the land when the debt has been repaid

Is aware that he has no remedy if the sahukar is not honest. No other debts.

(15) Holds three numbers (57 acres, ₹53). Owes ₹200 on account. Borrowed to buy land and bullocks, and to repair a well.

(16) Holds two numbers (26 acres, ₹21). Owes about ₹20 on account.

The Kulkarni thinks that fully half the occupiers have no debts at all.

Suits. There have been no suits under the Act.

(28) *Village Akulgaon.*

Total area	3,276 acres.
Assessed „	3,059 „
Assessment	₹1,501
Kharif area	383 acres.
Rabi „	2,676 „
Number of holdings	64
Number of occupiers present	20

General opinion of the ryots. Debts have decreased on the whole. People borrow less as borrowing is now more difficult. The difficulty is due to the land being less productive than it was. Men of good credit can get advances as easily as ever; but others have either to manage without borrowing or to mortgage or sell their land. The rate of interest (24 per cent.) is unchanged.

Vendors. No one present has sold any land, but about three in the whole community have.

Mortgagors. Holds two numbers (58 acres, ₹37). His father mortgaged one-half of two numbers (2 acres, ₹4-8) before the famine. On the father's death a suit was instituted against his sons for his debts, and a decree passed directing payment of nine annual instalments of ₹125 each. Five have already been paid. No other debts.

(2) About four others, not present, are said to have mortgaged land.

Other ryots. Fourteen ryots, paying assessments varying from ₹13 to ₹127, have no debts.

(15) Holds two numbers (66 acres, ₹39). His brother owes about ₹25 on account.

(16) Holds one number (48 acres, ₹24). Owes ₹25 on a bond given in satisfaction of his father's debts.

(17) Holds one number (43 acres, ₹19). Owes ₹34 on a bond at ₹24 per cent. Borrowed to make a bank.

(18) Holds one number (47 acres, ₹21). Borrowed ₹100 on a bond at 24 per cent. four years ago in order to buy some land. Has paid neither principal nor interest. Knows that the debt is mounting up but cannot help it, as the seasons have been bad.

(19) Holds two numbers (66 acres, ₹39). Borrowed ₹50 on a bond at ₹24 per cent. three years ago to buy fodder. Owes two years' interest on it. No other debts.

The Kulkarni says that about 42 of the 64 khátadárs are entirely out of debt.

Suits. There were two suits, two or three years ago, on mortgage bonds, and the lands are now to be sold. One or two summons have also been served recently.

Sahukars. There are no resident sahukars. One ryot—a *Mahratta*—lends money on a small scale. He has heard of the Act, but has no complaints.

(29) *Madha (Head-quarters of the Taluqa).*

Registration. The Sub-Registrar was appointed in 1882, and posted to Madha three years ago. He is Sub-Registrar for the whole taluqa, and also Village Registrar for 21 villages, the furthest of which is eight miles off. The registration statistics of the taluqa for the last four years are as follows:—

	Description of documents.	1887-88.		1888-89.		1889-90.		1890-91.	
		Under the Registration Act.	Under the Deccan Agriculturists' Relief Act.	Under the Registration Act.	Under the Deccan Agriculturists' Relief Act.	Under the Registration Act.	Under the Deccan Agriculturists' Relief Act.	Under the Registration Act.	Under the Deccan Agriculturists' Relief Act.
Immoveable Property.	Sale-deeds	47	232	60	282	70	277	88	315
	Mortgages with possession	11	30	17	46	15	66	13	74
	„ without „	37	123	31	177	60	199	50	222
Moveable Property	Deeds of gift	5	...	7	...	4	...	5	...
	Rent notes	52	362	48	365	112	476	106	619
	Miscellaneous	2	19	8	20	12	26	31	63
	Simple bonds	...	405	...	502	...	535	...	544

He cannot say why rent notes have increased. As Village Registrar he draws up nearly all the documents himself, but occasionally, when he is busy, his writer or a candidate draws up simple

documents under his orders. Copies are seldom asked for. The preparation and registration of a document takes an hour on the average. Sometimes, when work is heavy, parties have to come a second day. Documents have frequently to be explained to the ryots, but in the end they always understand what they are agreeing to. The debtor is always asked as to the terms of the proposed document. He has known the parties to disagree as to the rate of interest, but not as to anything else. He sometimes questions the debtor apart from the creditor. Documents, when drawn up, are always read over to the parties.

Conciliation.

Narayan Mudhoji Deshmukh is a permanent resident of Madha, and has been a conciliator eight years. His work for the past five years has been as follows :—

Number of applications disposed of.	1887.	1888	1889.	1890.	1891.
By agreement .	16	8	5	6	9
By withdrawal .	3	2	*Nil*	1	3
By striking off in default.	19	13	7	13	13
By certificates .	24	19	4	25	14
Pending . .	...	...	...	...	7
Total .	62	42	16	45	46

The agreements are always the result of discussion before him. No parties have come before him with ready-made agreements. Certificates are granted when the defendants fail to attend, or parties cannot agree. It is sometimes the defendant who refuses to come to terms and sometimes the applicant, more generally the sahukar. Some cases struck off in default are again instituted. If the parties do not agree on the first day, he sometimes adjourns the application to another day. If the agreement is obviously inequitable, he explains its effects, and one or other party then refuses to accept it; but such cases rarely happen.

Manik Chand, Gusar, has lived in Madha 40 years, and is a trader and money-lender. He has been a conciliator since 1880. His work for the past five years has been as follows :—

	1887.	1888.	1889.	1890.	1891.
Agreements effected	3	5	7	*Nil.*	1
Applications struck off.	12	11	16	5	8
Certificates granted	9	7	21	14	4
Cases pending .	...	..	...	..	1
Total applications .	24	23	44	19	14

Cases are sometimes struck off at the request of the parties on account of private settlements. It is seldom that more than one postponement is granted.

Sahukars.

The sahukars complain of—

(1) the difficulty of recovery under the Act. Land, cattle, implements of husbandry and crops* ought to be liable to attachment and sale, as the ryots have, as a rule, no other property. They can see no objection to selling up one ryot; as another ryot will step into his place;

(2) the operation of the rule of *damdupat* in the case of old debts; and

(3) instalment decrees. They would not object to the compulsory reduction of interest by law, but payment by instalments should not be allowed.

Men of good character may, through misfortune, fail to meet their liabilities, but losses through this cause are in the course of trade. It is of men who could pay but who will not, that they complain; and to meet the case of such men the old law ought to be restored. Their business is necessarily restricted under the Act, as the debtor's land cannot now be attached in satisfaction of old debts, and the ryots prefer doing without borrowing to mortgaging their land.

(30) *Village Uplai Khurd.*

Total area	9,412 acres.
Assessed „	8,707 „
Assessment	₹4,044
Kharif area	431 acres.
Rabi „	8,275 „
Number of holdings	104
Number of occupiers present	35
Number of sahukars present	5

General opinion of the ryots.

Debts are gradually increasing, owing to continuous bad seasons. They borrow less than they used to do, as the sahukars object to lending because of instalment decrees. The ryots have therefore to manage without loans, at the cost of some discomfort. The rates of interest have always varied from 12 to 24 per cent., but are generally higher than they used to be. Sahukars now demand sale-deeds as security for advances, but the security required in each case depends on the credit of the borrower.

Vendors.

(1) Sold three numbers (66 acres, ₹47) five years ago to a sahukar for ₹200. Required the money for the support of his family. Cultivates the land

* It is curious that sahukars, with a considerable business, and living at the head-quarters of a taluqa where there is a Civil Court, should be ignorant of the law regarding the liability of standing crops.

and pays the sahukar annually R48 (=24 per cent. on the purchase-money) besides the assessment. There is a verbal agreement that he is to get the land back if he repays the purchase-money. Owes also about R80 on bonds at 18 per cent.

(2) Sold his share (½) in one number (20 acres, R9) for R75, two years ago, to pay off some old debts for which he was being dunned. Borrowed some money to redeem some garden land (12 acres, R13), which his father had mortgaged about 80 years before, and remortgaged it to the lender for R1,000 at 12 per cent. Has mortgaged a third number (31 acres, R12) seven years ago for R150 at 18 per cent. Has only one number quite unencumbered. Owes also about R500 on bonds. His father died about R10,000 in debt, of which he has repaid all but R1,000.

(3) Held three numbers (81 acres R24). His father mortgaged these before the famine. Three years ago he agreed before a conciliator to pay off the debt in ten instalments of R30 each. He failed to pay, and the land is now about to be sold.

(4) Sold a number assessed at R18 for R227 two years ago. Cultivates the land and pays the assessment plus R24 rent. Wanted the money to build a house. Also sold his half share in another number, assessed at R11, for R50, four years ago. There is a verbal understanding that both these lands are to be returned to him on repayment of the purchase-money. Has no other land. Owes also about R50 on account.

(5) Sold one number (29 acres, R24) two years ago to his brother-in-law for R200. Required the money to pay off some old debts. Cultivates and pays the assessment plus R24 rent. There is a verbal understanding as to a reconveyance. Owes also R25 and four maunds of grain on account. Has an unencumbered share in some garden land.

(6) Sold a half share in two numbers $\left(\frac{\text{20 acres, R9}}{\text{22 acres, R11}}\right)$ for R150. Cultivates and pays the assessment plus $\frac{\text{R12}}{\text{R16}}$ rent. There is a verbal understanding as to a reconveyance. It rests entirely with the sahukar whether the understanding is observed or not. Owes about R400 besides.

(7) Sold one number (22 acres, R8) in the famine, and the sahukar will not give it back. Is now a labourer, and has no debts.

(8) Held two numbers (34 acres, R17) and purchased a third in partnership with another for R300. Then sold all three for R150. Has since then repaid the R150, and got the land back. Owes only R20 and 2 maunds of grain on account.

(9) Holds six numbers (136 acres, R96). Sold one number, assessed at R11 two years ago, for R500. Wanted the money to dig a well, etc. Cultivates and pays the assessment plus R60 rent. There is a verbal understanding as to a reconveyance. No other debts.

(10) Holds two numbers (31 acres, R23). Sold one, assessed at R8, some sixteen years ago, to a *Mahratta* for R500.* Wanted the money to pay off debts. Owes the same *Mahratta* about R100 on account. The *Mahratta* cultivates the land, but has promised to reconvey it on payment of the R500.

(11) Held two numbers (27 acres, R23). Sold half of one of these, paying R10 assessment, two years ago, for R450, with which he bought another field. Still cultivates it and pays the assessment plus R60 rent. There is a verbal agreement as to reconveyance. Owes R150 besides.

(12) Held six numbers (118 acres, R821). Sold one of these, assessed at R20, to No. (11) above, for R450. Wanted the money to pay off old debts. Mortgaged some garden land, assessed at R6, about six years ago, for R1,000 at 10 per cent. No other debts.

(13) Held five numbers (66 acres, R52). Sold half of one, assessed at R24, two years ago, for R200 to buy bullocks and grain. Still cultivates it, and pays the assessment plus R30 rent. There is a verbal agreement as to a reconveyance. Owes about R50 besides.

(14) Held six numbers (99 acres, R46). His father had borrowed R295 which accumulated with interest to R1,000. Two numbers, assessed at R15, were mortgaged as security for this debt. Three years ago he was taken before a conciliator (the Subordinate Judge apparently), and agreed to pay off the debt, including interest, in fifteen instalments of R100 each. Sold one number, assessed at R14, two years ago to a ryot for R125 to pay off the first instalment. Has altogether paid off three instalments, and hopes to pay off the rest as they fall due.

About twelve other sales are said to have taken place in the village.

Mortgagors.

(1) Holds three numbers (54 acres, R20). Mortgaged half of one, assessed at R12, with possession about sixteen years ago for R150. Owes about R100 besides.

(2) Holds four numbers (64 acres, R34). Mortgaged one number (assessed at R10) and half another (assessed at R4) for R500 about four years ago. Pays R90 interest. Wanted the money to pay off old debts, to buy bullocks, etc. Owes about R50 besides.

(3) Held two numbers (24 acres, R19). Transferred them during the rat plague to a sahukar for a term of years for R150. Will get them back in two years. No other debts.

* Garden land.

(4) Holds two numbers (21 acres, ₹14). His father mortgaged both for ₹200. He cultivates and pays the assessment plus ₹10 as interest to the mortgagee. (The mortgagee says that he is to receive ₹31 annually for seven years, and then release the land.) No other debts.

About fifty other ryots are said to have mortgaged their land. Only some twenty-five are said to be out of debt.

Registration. They object to the registration of petty bonds.

There are about eight resident sahukars.

Sahukars. When the Act first came into force money-lenders lost—

(1) by the examination of accounts. Those who kept no proper accounts or no accounts at all lost considerably;

(2) by instalment decrees; and

(3) by the repudiation by certain debtors of their debts on account.

Of these causes the first and last have ceased to operate, but the second still causes loss.

(31) *Village Shetphal.*

Assessed area	8,356 acres.
Assessment	₹2,732
Kharif area	1,168 acres.
Rabi „	7,188 „
Number of holdings	169
Number of occupiers present	29

General opinion of the ryots. Some say that debts have decreased; others that they have increased owing to bad seasons. Last year was favourable; there was very little borrowing, and some debts were paid off. In the two years before that there was more borrowing; but on the whole less is borrowed now than formerly. Interest has increased; the rates vary from 18¾ to 37½* per cent.; formerly 25 per cent. was the highest rate. Lending on simple bonds has almost stopped,* and sahukars insist on sale-deeds or mortgages for a term of years as security. They approve of the Act; suits are much fewer under it than they used to be, and their land is now safe.

Vendors. (1) Holds 1 number (19 acres, ₹5). Sold a small corner of this four years ago to a sahukar for ₹35. The sale was purely voluntary; the sahukar wanted the land to dig a well in. Spent the money on bullocks, etc. Owes the same man about ₹40 on a bond on account of his mother's debts. Repays by instalments bearing interest at 18¾ per cent. if not paid when due. (The sahukar says the bond is only for ₹30: neither party knows what the instalments are.)

(2) Holds 6 numbers (110 acres, ₹48). Sold two assessed at ₹10-7, six years ago, for ₹200, to pay off old debts. There is an oral agreement as to reconveyance. His brother cultivates the sold land and pays ₹9* a year for one, and one-third produce for the other. No other debts.

There are said to have been altogether about eighteen sales of land in the village during the last ten years. In every case there is the usual oral agreement as to reconveyance on repayment of the purchase-money.

Mortgagors. (1) Holds 4 numbers (19 acres, ₹13). Transferred one number, assessed at ₹3-8, five years ago to a sahukar for ₹300. (It is irrigated land.) Cultivates and pays the mortgagee one-third of the produce. In ten years he is to repay the ₹300 and recover the land. No other debts.

(2) Holds 1 number (46 acres, ₹17). Had mortgaged this number (by conditional sale), but has just redeemed it. His brother-in-law mortgaged three numbers before the famine to a sahukar, who is still in possession.

(3) Holds 6 numbers (80 acres, ₹37). Mortgaged three, assessed at ₹22-8, in the famine year as security for old debts amounting to ₹650. Cultivates and pays half the produce as interest. Owes the same man ₹20, balance of a bond of ₹40 at 18¾ per cent. No other debts.

(4) Holds one-fifth share in 2 numbers (58 acres, ₹16). His father mortgaged half of one (assessed at ₹13) before the famine for ₹200. Has repaid ₹160 of this and still owes ₹75. Pays 6 per cent. interest. Borrowed ₹50 at 28¾ per cent. on the security of a house for a marriage. Knows of no other debts.

(5) Holds 5 numbers (27 acres, ₹15). His father mortgaged one quarter of one, assessed at ₹5, for ₹100 ten years ago. Father used to pay one-third of the produce as interest. Witness pays nothing, as the land is unproductive. No other debts.

(6) Mortgaged one number forty years ago for ₹200. The mortgagee is in possession, and will not give the land up. Witness lives by labour. The land is worth ₹650, including the trees on it.

(7) His father mortgaged his holding in the famine. The mortgagee is in possession. Witness cultivates other people's land.

Other ryots. Thirteen ryots, paying assessments varying from ₹1-8 to ₹50, are not in debt.

(14) Has a share in a holding of 68 acres (₹77), and owes about ₹150—half on a bond, and half under a conciliation agreement.

(15) Has a share in a holding of 79 acres (₹23). Owes ₹200 borrowed for a marriage.

* Neither of these statements is borne out by the evidence recorded below.

* Equals 9 per cent. on the purchase money.

(16) Holds 5 numbers (159 acres, ₹69). Owes about ₹75 on account at 12 per cent.

(17) Holds three numbers (69 acres, ₹29). Owes ₹200 on two bonds at 18¾ per cent. This debt grew out of an original loan of ₹30 and 1½ maunds of grain borrowed thirty years ago. Has never had any surplus produce, and has never been able to pay the debt off. (Witness does not look poor; he is better dressed than the general run.)

(18) Holds one number (35 acres, ₹13). Borrowed ₹100 this year on a bond at 15 per cent. for a marriage. No other debts.

(19) Holds one number (44 acres, ₹14). Owes about ₹50, balance of a bond for ₹75 given by his father. Has paid up to date about ₹900 on the bond.

Suits. One man has been sued for the recovery of certain land which his father had sold in the famine; he cultivates but pays no rent; he wants to re-purchase the land, and is not content to rent it. Two other men present have been sued under the Act. One settled the case privately; the other was sued for his uncle's debts, but can give no details. Not more than ten or fifteen suits are now brought annually.

Sahukars. There are two resident sahukars (*Gusars*).

(1) Holds 33 numbers (516 acres, ₹233). Cultivates by hired labour. His family has been in the village about seventy-five years. Has acquired about six of these numbers in the last ten years, some at auction sales and some by private purchase. His loans in this village come to about ₹6,000.

(2) Holds 3 numbers (61 acres, ₹24). Leases the land out—dry land at a rent of half and irrigated land at a rent of one-third of the produce.

Some loss was sustained when the Act was passed by the exemption of land from liability for ordinary debts. They now only lend on security, and have nothing to complain of. Book transactions are now almost stopped, and the ryots now borrow among themselves and help each other.

(32) *Village Ashti.*

Total area	14,394 acres.
Assessed „	11,801 „
Assessment	₹4,980
Kharif area	1,490 acres.
Rabi „	8,716 „
Number of holdings	232
Number of occupiers present	21

General opinion of the ryots. Debts have decreased since the Act was passed. Money is not now so easily borrowed. Men of good credit can borrow as before; but others cannot obtain loans from sahukars except on sale or mortgage deeds, and as they object to risk their land, they have to manage without borrowing or to borrow from each other. The rate of interest depends on the credit of the borrower; it has fallen with good, and risen with bad debtors. Loans on simple bonds are now rare. They have now no complaints. Most of those present had at one time mortgaged their lands, but have now recovered them.

Vendors. (1) Father sold all his land long before the famine. Has now no land at all.

(2) Holds one-half share of 5 numbers (108 acres, ₹49). Sold one number, assessed at ₹12, in the famine to another ryot for ₹40. Also mortgaged the rest of his land, but has redeemed it. No debts.

(3) Holds one-half share in 3 numbers (81 acres, ₹38). His uncle owned the other half, but sold it in the famine. Witness's half is not encumbered, but he owes about ₹50, balance due on a bond for ₹175, which he is paying off by instalments.

The *Patel* thinks that altogether about 50 numbers have been sold since the Act was passed. The other ryots only remember one other sale, and it took place in the famine.

Mortgagors. (1) Holds 1 number (55 acres, ₹14). Had another number which his father mortgaged before the famine to another ryot; he cannot say for how much. Owes besides about ₹30 on a bond at 18¾ per cent.

The *Patel* thinks that about 10 numbers have been mortgaged with possession, and about 5 without possession, since the Act was passed.

Other ryots. (1) Holds ⅛ of a number, assessed at ₹44. Owes ₹20 on a bond and ₹5 on account. His brother sold his share shortly after the famine.

(2) Holds 32 numbers (514 acres, ₹233). Has a few small miscellaneous debts. Is the *Patel*.

(3) Holds 2 numbers (3 acres, ₹1). Owes about ₹400. Nearly ₹200 of this are his father's debts. Borrowed ₹100 on a mortgage of some land in another village, and ₹100 on account in order to celebrate his marriage. Is doubtful about his ability to repay these loans, but will try. A man must have a decent wedding, even if he has to run into debt. It is not dishonest for a man to spend borrowed money which he cannot repay. Money borrowed belongs to the borrower, and he can do what he likes with it. Is the *Kulkarni*.

(4) Holds 3 numbers (34 acres, ₹9). Owes ₹25 on account.

(5) Holds 8 numbers (166 acres, ₹65). Owes about ₹60 on account.

(6) Holds 1 number (31 acres, ₹12). Owes about ₹60 on account.

(7) Holds 4 numbers (51 acres, ₹54). Owes about ₹10.

(8) Owes one-sixth of 8 numbers (234 acres, ₹104). Has no debts; but his nephew owes about ₹150, partly on bond and partly on account.

(9) Holds 1 number (40 acres, ₹20). Owes about ₹60 on account. Borrowed for a marriage and to buy bullocks.

(10) Holds 9 numbers (80 acres, ₹50). Owes about ₹200 on account at 12 per cent. Borrowed to dig a well. Borrows and repays annually.

(11) Holds 2 numbers (3 acres, As. 10). Owes about ₹20 on account.

(12) Holds 5 numbers (158 acres, ₹59). Owes about ₹50 on account. A sahukar has got a decree against him in a Native State for about ₹90 on account of his father's debts.

(13) Holds one-fourth of 8 numbers (286 acres, ₹126). Owes ₹300 on two bonds at 18¾ per cent., borrowed ten years ago to dig a well. Has repaid some of the principal, but does not know how much. Sold his produce this year to the sahukar for ₹400, half of which is to be credited in part payment of the bonds, and half is to be paid to him in two months.

Four ryots, paying assessments varying from ₹12 to ₹68, are not in debt.

Suits.

There are said to have been about 50 suits in Court during the last ten years.

Conciliation.

The Police *Patel*, *Gopalji Kamroji*, has been a conciliator for eight years. Applications to him used to be very numerous, as many as 150 in the year. About one-third of these used to end in agreements. He mentions one case where a debt of ₹1,200 was settled by a cash payment of ₹300, and the land was restored. The people are now better off, and applications are less numerous. Cases of parties coming before him with ready-made agreements are rare. The statistics for 1890 and 1891 are—

	1890.	1891.
Total applications . . .	29	20
Withdrawals	3	3
Struck off	2	2
Agreements	7	5
Defendants not found . .	2	...
Certificates granted . . .	15	10

Village Munsif.

Antaji Rajaram is a resident of the village, and was appointed village munsif last year. He was Nazir in the Court of the Sub-Judge at Mârha, and is now a pensioner. In 1891 he had 25 cases; nearly all were about small loans and shop debts. Nearly all the claims were admitted and settled by agreement. He sometimes issues orders of attachment to the village officers, but has never had occasion to sell any property. He does not think that any of these cases would have been taken to a regular Civil Court.

Village Registrar.

Gangadhar Gobind Keskar was appointed village registrar in 1883, and was posted to Ashti two years ago. At first the ryots seldom understood the nature of the documents they registered, but now they do. They take an interest in what is written down, and sometimes ask him to read documents over again. They can give leading, but seldom detailed instructions as to the documents which they wish drawn up. About three documents can be drawn up and registered in one day. Parties have seldom to attend twice.

The statistics for 1889-90 and 1890-91 are—

	1889-90.		1890-91.	
	Immoveable property.	Moveable property.	Immoveable property.	Moveable property
Sale-deeds .	50	4	47	...
Mortgages with possession .	3	...	10	..
Mortgages without possession . .	49	1	54	...
Rent notes .	111	...	148	..
Miscellaneous .	2	19	1	10
Simple bonds .	...	99	...	79

The numbers of these transactions in which both parties were agriculturists were—

	1889-90.	1890-91.
Sale-deeds . . .	30	30
Mortgages with possession .	1	7
„ without „ .	31	16
Rent notes . . .	45	48

Sahukars.

About 12 persons in the village lend money. All are old residents. They generally return land sold them on the repayment of the purchase-money. They recovered their old debts by inducing their debtors to pledge their land as security.

(33) *Village Uplai Buzurg.*

The ryots are less in debt than they were. Those who had not parted with their land have benefited under the Act: those who had parted with their land now want it restored to them *

(34) *Village Bani.*

Total area	5,590 acres.
Assessed „	4,155 „
Assessment	₹1,497
Kharif area	63 acres.
Rabi „	3,163 „
Number of holdings . . .	116
Number of occupiers present . .	19

General opinion of the ryots.

They cannot say whether debts have decreased on the whole or not. Some have paid off their debts, others have not. They were happier under the old law as they could borrow when they liked; but the new law is undoubtedly

* These people presented themselves voluntarily, saying that they had complaints to prefer. All their complaints, however, proved to be matters for the ordinary Courts to determine.

in their favour when the time for repayment comes. Borrowing is now rendered difficult, as the sahukars will not lend except on sale or mortgage deeds. Formerly their land was liable for every debt, but they never actually lost the land till the creditor sued for recovery, and that was not till some time after the debt had been incurred. Now they have to part with their land at the time the loan is obtained. Borrowing is restricted, and therefore they are worse off than before; people who cannot borrow as they like must be worse off than those who can. The rate of interest has risen; it used to vary from 6 to 12 per cent.; it is now 37½ per cent. (The final statement is not borne out by the evidence.)

Vendors. (1) Held a one-fourth share in 14 acres (R9). Sold half to a sahukar four years ago for R200. Devoted this money, with R50 cash that he had, to paying off old debts. Mortgaged the other half for R100 for a marriage. Owes also R150 on a mortgage of some land in another holding.

(2) Held 18 acres, assessed at R14. Was sold up last year by order of the Court. The land fetched R800.

The *Kulkarni* says that altogether about 10 numbers have been sold since the Act was passed.

Mortgagors. (1) Holds 2 numbers (38 acres, R21). His father mortgaged half of one number, assessed at R14, four years ago, for R30 at 18¾ per cent. Has paid no interest for the past two years. Owes also 4 maunds of wheat to a relative. His father mortgaged half of two other numbers, assessed at R20, for R41; this land is in the possession of a man who stood security for the loan, and he refuses to give it up. The mortgagee refuses to show the mortgage-deed. Has not tried conciliation.

(2) Mortgaged a half share in 1 number (28 acres, R21) 10 years ago for R200. Used to pay a share of the produce as interest. Now pays 12 per cent. Has repaid R100 of the principal. No other debts.

(3) Holds three numbers (39 acres, R18). Mortgaged one number, assessed at R13, last year for R300 to dig a well. Interest 12 per cent. Has repaid half of the debt: no other debts.

(4) Holds one number (22 acres, R6). Owes with his sister-in-law R400 on a mortgage of other land. Owes also R22 arrears of rent of certain land which he had leased.

The *Kulkarni* thinks that altogether about 30 numbers are mortgaged; most of the mortgages are in course of being paid off.

Other occupiers. Four men, paying assessments ranging from R9 to R56, have no debts. One of these, a *Brahman*, does a little money-lending.

(5) Holds 11 numbers (157 acres, R72-8). Owes R20 on account.

(6) Holds four numbers (79 acres, R32). Owes R20 on a bond at 28½ per cent.

(7) Holds one number (9 acres, R12). Owes R200 on a bond. (The sahukar says the bond was for R400; he sued on it and got a decree for R700, of which R500 have been repaid). No other debts.

(8) Holds one-third of four numbers (91 acres, R26). Owes about R15 on account.

(9) Holds two numbers (34 acres, R19). Owes R50 on a bond at 28½ per cent Borrowed two years ago to work his land. No other debts.

(10) Holds four numbers (87 acres, R26). Owes R100 on a bond at 28½ per cent. Borrowed three years ago to pay off another sahukar. No other debts.

(11) Holds five numbers (104 acres, R33). Owes R10 on account.

(12) Holds four numbers (35 acres, R18). Owes R30 on account.

(13) Holds one number (35 acres, R9). Owes a little on account of *takávi*. No other debts.

Suits. There have been about ten suits since the Act was passed.

Sahukars. There is one resident money-lender (a *Gusar*) in addition to the *Brahman* mentioned above.

(35) *Village Karkamb* (*Taluqa Pandherpur*).

Total area	15,394 acres.
Assessed „	13,783 „
Assessment	R4,741
Kharif area	975 acres.
Rabi „	12,055 „
Number of holdings	284
Number of occupiers present	20 Ryots. 6 Sahukars.

General opinion of the ryots. Debts have decreased, but people are worse off than they were before as they find it more difficult to borrow. Those who want to raise money must part with their land.

Vendors. (1) Held five numbers (122 acres, R40). Sold two of these, assessed at R23, six years ago, for R2,000. Got no cash at all. Had got into debt in the famine year, and the debt had mounted up with interest to R1,200; finally the sahukar induced him to sell at this nominal figure. He had to sell as he wanted further advances, and the sahukar refused to make any unless he sold. No,

he did not want further advances; he sold the land because the sahukar and the people in the village said that under the new Act land must be sold: he was threatened with a suit, and sold the land because he was afraid to go to Court; he had never been to Court, and was afraid of losing the clothes off his back. A cultivator must get advances, and must go to the sahukar for them; if the sahukar tells him to cut his throat, he must do so.* No other debts.

(2) Held six numbers (92 acres, ₹33). Sold two numbers before the famine for ₹750. Mortgaged another (assessed at ₹10) shortly after the famine for ₹100 at 15 per cent. Has not paid the interest regularly, but does not know what he owes. Has no other debts.

(3) Held six numbers (132 acres, ₹57). His father had mortgaged a number (assessed at ₹11) for ₹600. On his father's death the mortgagee made out a balance against him of ₹2,000. He accepted this account without question; and a private arrangement was made that he was to pay the mortgagee 12 instalments of ₹150 and ₹200 in cash. To meet one of these he sold three-fourth of one number (assessed at ₹8) for ₹100. Altogether he has paid seven instalments.

(4) Held two numbers (54 acres, ₹18). His father sold one (assessed at ₹9) three days ago for ₹100 to satisfy some creditors.

(5) Held one number (35 acres, ₹10). Sold it 3 years after the famine. ₹20 were entered as the price in the sale-deed, and he told the Registrar that he had received ₹20; but he only received ₹10-10, *i.e.*, the amount of one year's assessment *plus* cess. He trusted that the sahukar would pay him the balance, but he never did; the sahukar still lives in the village, but witness never complained of him.†

Owed Government ₹550 on account of arrears of revenue due during the famine. Sold certain land in the Malsiras taluqa for ₹250, and borrowed ₹300 on account to pay it. No other debts.

(6) Purchased 1 number (20 acres, ₹7) six years ago for ₹300. Found he could not cultivate it, so sold it again for the same amount. Owed about ₹1,000 on bonds at 18 per cent. Borrowed ₹300 of this for a marriage, and ₹200 to buy bullocks. Is to pay off by 2 instalments of ₹500 each, one of which has already been paid. No other debts.

The Kulkarni thinks that out of a total of 680 numbers in the village about 150 have been sold during the last ten years; a sahukar puts the number at 300.*

Mortgagors.

(1) Holds 1 number (29 acres, ₹8). Mortgaged it four years ago for ₹200 at 18 per cent.; wanted the money for his son's marriage. Has no other debts. If the money is not repaid in six years from the date of mortgage, the mortgage is to be considered a sale.

(2) Holds 4 numbers (61 acres, ₹34). Mortgaged some land in another holding for ₹75, which he is to repay in five years. Interest = 24 per cent. No other debts.

It is generally admitted that the number of mortgages (other than conditional sales) is very small.

Other ryots.

Nine ryots paying assessments ranging from ₹3 to ₹34 are not in debt.

(10) Holds 7 numbers (147 acres, ₹56). His father had mortgaged this land: on his death witness sued for redemption. The mortgagee agreed before a conciliator to accept ₹500 in seven instalments. Three of these have been paid. No other debts.

(11) Owns one-third of 3 numbers (3 acres, ₹7). Owes ₹200 on two bonds at 18 per cent. Borrowed three years ago to dig a well.

(12) Holds 1 number (36 acres, ₹10). Owes ₹200 on account. Is paying off his father's debts by instalments, and the above is the balance still due. The instalments were agreed to before a conciliator, and do not carry interest.

(13) Holds 3 numbers (5 acres, ₹8). Owes ₹100 on a bond at ₹24 per cent. Borrowed two years ago to dig a well. No other debts.

(14) Holds 6 numbers (105 acres, ₹49). Owes ₹300 on bonds at 18 and 24 per cent. This is the balance of debts incurred in the famine. Repays what he can in good years.

(15) Holds 1 number (19 acres, ₹4). Owes about ₹50 to fellow villagers.

(16) Holds 3 numbers (96 acres, ₹30). Owes ₹500 on bonds. Incurred a debt of about ₹1,000, chiefly on a civil suit. Agreed to repay in two instalments, of which he has paid one.

(17) Holds 5 numbers (126 acres, ₹37). Borrows and repays small sums annually.

Occupiers other than ryots.

(1) Holds 8 numbers (244 acres, ₹76). Is a Brahman by caste, and a Pleader in the Pandherpur Court. Bought this

* The witness did not look a fool He may have been speaking out of bravado, but made the statement in apparent seriousness.

† The story is scarcely credible. The witness is the village accountant and is by no means deficient in intelligence. There was probably a private agreement as to a reconveyance; in such cases the purchase money is frequently overstated in the deed by consent of both parties.

* Nearly all these sales are what are locally known as temporary sales only. Some of them take the form of absolute sales, but there is verbal understanding between the parties that on repayment of the purchase-money the land is to be reconveyed. Others convey the land to the sahukar on the express condition that, if the loan is not repaid in a certain period, the land is to belong absolutely to the sahukar. In such cases no interest is fixed in the deed, but the ryot gives a rent note. If the loan is not repaid within the period fixed, the sahukar obtains possession of the land from the mámlatdár on the strength of the rent note There is no suit for foreclosure or redemption. The ryot never disputes the sahukar's claim in the Civil Court.

land within the last twelve years. Mortgages are unpopular, as Courts never allow more than 9 per cent. interest and demand accounts. The general burden of debt has certainly decreased.

(2) Holds 35 numbers (204 acres, R125). Is a Brahman money-lender. His family has been in the village for several generations.

(3) Holds 7 numbers (152 acres, R70). Is a Brahman *watandár*. Is a conciliator and village munsif. Is a native of the village.

(4) Holds 2 numbers (53 acres, R21). Is a Baniya money-lender, and a native of the village. Other members of his family hold a good deal of land.

(5) Holds 2 numbers (41 acres, R9). Is a *Gusar* money-lender; is a native of the village.

(6) Owns a lot of land, but has not had it entered in his name; is a native of the village.

(7) Holds 1 number (17 acres, R23). Has been in the village 20 years. Bought this land at a Court sale last year for R1,025. Got R40 rent this year, out of which he paid the assessment. It is garden land, but has been waste for eight years, and had to be reclaimed. Will get a higher rent next year.

Conciliation. Conciliation is approved of. It sometimes saves the cost of a suit. Parties will not come to terms without conciliation, as they will not take the trouble to arrange for arbitration. A creditor will accept less favourable terms before a conciliator, than he might hope to obtain in Court, as debtors are more careful in satisfying conciliation agreements. Such agreements have seldom to be taken to the Court for execution. Last year there were 15 applications to the local conciliator; up to 1885 there used to be as many as 60 or 70.

Village Munsifs. There are from 60 to 70 cases annually in the local Court; they chiefly relate to petty loans and shop debts.

Sahukars. The sahukars complain of—

(1) the difficulty of recovery under the Act, and the consequent curtailment of business;

(2) the incorrect estimates of produce made by Courts when taking accounts in cases of mortgage with possession;

(3) the cutting down of interest to 9 per cent.; this has been especially injurious to lenders who trade on borrowed capital;

(4) the reservation for the support of the ryot of an unnecessarily large share of crops attached in execution of decrees; and

(5) of village registration which causes expense and loss of time.

(36) *Village Bhose.*

Total area	8,738 acres.
Assessed „	8,773 „
Assessment	R3,896
Kharif area	702 acres.
Rabi „	7,197 „
Number of holdings	201
Number of occupiers present	20

General opinion of the ryots. Their debts have decreased; they were always in good circumstances, and now they borrow less than ever. They earn money by labour, as well as by agriculture. Borrowing has been reduced, as sahukars press for either absolute or temporary sales; except in cases of absolute necessity no one would borrow on such terms.

Vendors. There have been no absolute sales of land since the Act was passed. there have been some temporary sales.

(1) Held ¼th of 2 numbers (32 acres, R12). Sold his share in one, assessed at R13, six months ago, for R15. The agreement to reconvey on repayment of the purchase-money is verbal only. Gave a rent note to pay two maunds of grain annually. Owes also about R10 in petty sums.

(2) Held one-fourth of 4 numbers (35 acres, R32). Sold two small portions of 1 number for R25. Wanted the money for a marriage. Pays two maunds of grain as rent under a rent note. There is a verbal agreement as to a reconveyance. Owes also about R25 in petty sums.

(3) Held one-fourth of 3 numbers (11 acres, R13). Sold one-fourth of 1 number (assessed at R1-8), some six years ago, for R50. Half went in payment of old debts, and half was a new loan. Pays two maunds of grain under a rent note. There is a verbal agreement as to a reconveyance. Owes about R15 in small debts.

(4) Holds 7 numbers (172 acres, R87). Borrowed R400 last year for a marriage on a conditional sale of land assessed at R18. Pays R60 per annum as interest, and is to repay the principal in one year. Owes R300 also on simple bonds at 15 and 18 per cent.

Mortgagors. (1) Holds 4 numbers (73 acres, R47). Mortgaged some land—cannot say how much—12 years ago for R50. The mortgagee is in possession, but is to restore the land this year if the R50 are repaid. Has no debts, but must borrow to repay the R50.

Other ryots. Ten ryots, including an oilman who does a little money-lending, who pay assessments ranging from R5 to R136, are not in debt.

(11) Holds 3 numbers (71 acres, R41). Owes R100 on a bond at 24 per cent. and R50 on account. Borrowed the money two years ago to dig a well.

(12) Holds 1 number (38 acres, R12).

Borrowed ₹40 three years ago at 18¾ per cent. to pay the Government assessment (he owns other land besides). Owes also ₹10 in petty sums.

(13) Holds 2 numbers (41 acres, ₹18). Owes about ₹50 on account; borrows and repays.

(14) Holds four numbers (53 acres, ₹14). Owes about ₹10 on account.

Sahukars.

A *Gusar* sahukar holds 2 numbers (33 acres, ₹10) which he inherited from his grandfather. He complains of the expense and trouble of registration, and thinks that bonds under ₹50 should be exempt from registration. Borrowing has decreased, and the land suffers from want of capital. It depends on the sahukar's honesty whether verbal agreements to reconvey land are kept. The old law of execution ought to be restored.

Village Registrars.

The present village registrar was first appointed ten years ago, and was posted to *Bhose* one year ago. The furthest village in his circle is ten miles off. The numbers of documents affecting immoveable property and of simple bonds registered during the last five years were as follows :—

	Class of Document.	Between agriculturists.	Between sahukars and agriculturists.		
1887.	Sale-deeds	58	20		
	Mortgages with possession	4	5		
	„ without „	...	4		
	Rent notes	77	116		
	Miscellaneous	6	1		
	Simple bonds			84	
1888.	Sale-deeds	60	28		
	Mortgages with possession	6	3		
	„ without „	...	22		
	Rent notes	69	117		
	Miscellaneous	2	...		
	Simple bonds			85	
1889.	Sale-deeds	81	23		
	Mortgages with possession	7	2		
	„ without „	3	15		
	Rent notes	81	144		
	Miscellaneous	1	...		
	Simple bonds			48	
1890.	Sale-deeds	78	26		
	Mortgages with possession	5	3		
	„ without „	4	6		
	Rent notes	96	157		
	Miscellaneous	2	1		
	Simple bonds			92	
1891.	Sale-deeds	49	80		
	Mortgages with possession	13	18		
	„ without „	5	12		
	Rent notes	82	205		
	Miscellaneous	...	...		
	Simple bonds			76	

(37) *Village Ahir.* (*Babhulgaon*).

Total area	4,729 acres.
Assessed „	4,374 „
Assessment	₹1,926
Kharif area	346 acres.
Rabi „	3,830 „
Number of holdings	105
Number of occupiers present	22

General opinion of the ryots.

Their debts have decreased. The sahukars object to lend under the new Act, except on sale-deeds, so the people manage to get on without borrowing. Sometimes they have to borrow to buy bullocks, etc. Getting loans from Government involves a lot of trouble, and sometimes the security required is not forthcoming. When sale-deeds are executed, it depends on the pleasure of the sahukar whether the land is restored or not.

Vendors.

(1) Owned a share in four numbers (90 acres, ₹56); sold half and mortgaged the rest in the famine. The mortgagee is in possession. Owns a share in other land, and has saved ₹425, the amount required to redeem the mortgage. Hopes, therefore, to get his land back. No other debts.

(2) Holds nine numbers (111 acres, ₹68); sold land, assessed at ₹16, in another holding, four years ago, for ₹250. Wanted the money to pay his assessment and other calls. Mortgaged another number, assessed at ₹5, eight years ago, to a *dhobi* for ₹150. Borrowed also ₹200 for a marriage, four years ago, on a bond at 9 per cent.

The kulkarni thinks that out of 233 numbers in the village about 50 have been sold since the Act was passed—

Mortgagors.

(1) Holds two numbers (48 acres, ₹10). Mortgaged both these, five years ago, for ₹150 at 18 per cent. Wanted the money to buy bullocks. Has repaid ₹70. Borrowed ₹50 on a bond at 18 per cent. ten years ago. No other debts.

(2) Holds one number (29 acres, ₹13). Mortgaged some land in another holding, 12 years ago, for ₹300. Has arranged to pay this off in ten instalments of ₹40 each. No other debts.

(3) Holds two numbers (20 acres, ₹13). Mortgaged a share in another holding, eight years ago, to a *dhobi* for ₹450. The mortgagee is in possession and gets the rent (₹22, *i.e.*, about 5 per cent).

The kulkarni thinks that about 100 numbers have been mortgaged since the Act was passed. This estimate contrasts curiously with the statement of the ryots, that sahukars object to mortgages as security.

Other ryots.

Eight ryots, paying assessments varying from ₹8 to ₹34, are not in debt.

(9) Holds 3 numbers (57 acres, ₹26). Owes about ₹25 on account.

(10) Holds 2 numbers (25 acres, ₹5). Owes about ₹25 on account.

(11) Holds 2 numbers (64 acres, ₹25). Inherited a debt of ₹500 from his father. Had it converted into ten instalments of ₹50 each. Has paid seven instalments.

(12) Holds one number (11 acres, ₹4). Owes about ₹40 on account.

It is generally admitted that all the small holders are either out of debt or owe very petty sums. The larger holders on the contrary are more or less in debt. The explanation offered is that petty occupiers maintain themselves partly by day labour. Larger holders are above the grade of labourers, and require some capital to work their land; they are thus compelled to borrow.

Sahukar occupiers.

(1) Is a *dhobi*. Holds 3 numbers (54 acres, ₹36).

(2) Is a *Gusar*. Holds 6 numbers (85 acres, ₹45). Is a native of the village.

(3) Is a *Gusar*. Holds 10 numbers (124 acres, ₹88). Is a native of the village. Inherited part of the land, and bought part. Cultivates some by hired labour. Leases out the rest, and receives half the produce on dry land, and one-third on irrigated land.

(4) Holds 5 numbers (121 acres, ₹62). Is a native of the village and a conciliator.

Conciliation.

No. (4) above succeeded his father as conciliator in 1887. Had only six applications last year. In the earlier years they were much more numerous, as many as 100 in a year.

(*38*) *Village Tembhurni* (*Taluqa Karmála*).

Total area	14,051 acres.
Assessed „	12,874 „
Assessment	₹4,913
Kharif area	343 acres.
Rabi „	9,332 „
Number of holdings . . .	240
Number of occupiers present . .	49

General opinion of the ryots.

Debts have decreased. Two seasons after the famine were favourable and some repayments were made. Since then the difficulties in the way of getting loans have restricted borrowing. These difficulties affect the poorer ryots only. Men of good credit get advances as easily as ever, but others have the choice of selling their lands or doing without borrowing; they therefore abstain from borrowing unless their necessities are overwhelming. The rates of interest have not changed: they vary with the credit of the borrower.

Vendors.

(1) Held 1 number (29 acres, ₹9). Sold it this year to a sahukar for ₹50. Got nothing from the purchaser but 2 bullocks. The balance went in satisfaction of old debts, while something was deducted as interest on the sale proceeds.* Wanted bullocks badly, and had to take what the sahukar gave him. Has given no rent note yet; is to pay interest on the ₹50, but does not know how much. Has no other land or debts. Did not know that Government lent *takávi* to individuals; thought that only communities could get it.

(2) Held 2 numbers (61 acres, ₹27). Sold one, assessed at ₹11, one year ago, to a sahukar; does not know for how much, but it was less than ₹100. Got nothing in cash. At different times, both before and since the sale, he had obtained advances, and the sale-deed was executed as a sort of general security for all transactions. Owes about ₹25 in miscellaneous sums. Is to repay the purchase-money in four years, and meanwhile pays 24 per cent. interest. Does not know if the deed purports to be an absolute or only conditional sale.

(3) Held 1 number (25 acres, ₹13). Sold it one year ago to another ryot for ₹225 in consequence of a boundary dispute which he had with a neighbour. Has taken other land on lease. Is not in debt.

(4) Held 1 number (27 acres, ₹10). Sold one-half three years ago for ₹40, and mortgaged the other half five years ago for ₹50. Has some *inam* land which is also mortgaged for ₹50. Owes about ₹100 on bonds. Pays 24 per cent. on the mortgage debt.

(5) Held 1 number (24 acres, ₹11). Apparently his father had mortgaged another number (purchased at an auction sale), and the debt amounted to ₹300. Arbitrators decided that this debt was to be paid off in instalments (witness does not know how many) of ₹49, ₹46, ₹43, and so on. Witness sold the above number for ₹100 to pay some of these instalments. Owes also about ₹100 on account.

(6) Is a *Marwari* money-lender. Inherited 5 numbers (138 acres, ₹64) from his father. Sold three of these to ryots, as he prefers trading to agriculture.

(7) Is a *Marwari* money-lender. Held 3 numbers (84 acres, ₹35). Sold one number, assessed at ₹15, to a ryot for ₹220. Had held the land seven years, and sold it as the price offered was tempting.

(8) Is a *Jain* trader. Held 2 numbers (49 acres, ₹30). Sold one, assessed at ₹20, to a ryot for ₹100. Did not want the land.

(9) Is the Police *patel*. Held 12 numbers (324 acres, ₹140). Sold one, assessed at ₹17, to a ryot for ₹200 seven years ago. The land was inconveniently situated. Has no debts.

Mortgagors.

(1) Owns ⅛th of two numbers (25 acres, ₹18). Mortgaged this, together with other land, for ₹200 about four years ago. Cultivates under a rent

* The sahukar admits that there was a verbal agreement to restore the land on repayment of the ₹50. Meanwhile the ryot is to pay interest thereon at 37½ per cent.

note, and pays R30 to the mortgagee. Had borrowed R75 in the famine, and this had amounted to R200. Owes also R32 on a bond at 37½ per cent.

(2) Owns ¼th of 4 numbers (57 acres, R27). Mortgaged this share, three years ago, for R100 at 24 per cent. Wanted the money for a marriage. Owes also about R25 on account.

(3) Holds 11 numbers (100 acres, R47). Had old debts amounting to R300. Compromised these for R200. Paid R100 in cash (which he had saved) and raised R100 on a mortgage of one number, assessed at R13. Pays 24 per cent. No other debts.

(4) Holds 2 numbers assessed at R17-12. Mortgaged both, one-and-a-half years ago, for R500 to be repaid in seven instalments of R100 each. Has paid two instalments. Spent the money on a well, but the water is deficient, so must deepen it. Owes also R150 on bond and account.

(5) Holds 2 numbers (45 acres, R17). Bought another number last year. Mortgaged two of these three for R100, at 21 per cent., to buy some land. No other debts.

(6) Holds 1 number (25 acres, R13). Mortgaged it for R40, about a year ago, for a marriage. Owes also the interest on this (24 per cent.) and R35 on a bond at 24 per cent.

(7) Owns a share in 1 number (36 acres, R26). Mortgaged it to a relative as security for R200 borrowed to pay off a sahukar. Owes also about R40 on account.

(8) Holds 3 numbers (85 acres, R31). Mortgaged one assessed at R17, for R150. Owes also about R600 on bonds and on account. Borrowed to buy bullocks, etc.

(9) Holds 1 number (26 acres, R5-8). Mortgaged a small area for R20, of which he has repaid R10.

(10) Holds 2 numbers (41 acres, R15). Mortgaged some land, three years ago, for R100 at 15 per cent., to buy bullocks. No other debts.

(11) Holds 2 numbers (67 acres, R32). Mortgaged some land, two-and-a-half years ago, for R400 at 18 per cent., to reclaim waste and buy bullocks.

(12) Holds 3 numbers (33 acres, R12). Father mortgaged these for R300 at 18 per cent.

(13) Holds 3 numbers (52 acres, R35). Borrowed R900 on two mortgages—one six and one twelve years ago, at 12 and 18 per cent. Owes also a little on account.

(14) Holds 18 numbers (470 acres, R248). All this land is mortgaged as security for debts, amounting to about R7,000, incurred by his father. Interest from 5½ to 7½ per cent. Owes also about R3,000 on account at 12 per cent. Is paying off about R1,000 yearly. Leases out the land at cash rents amounting to about R2,000; used to be in a jagirdar's service Was a conciliator, but resigned as the work interfered with his private business.

The sahukars say that out of 723 numbers in the village, about 150 have been mortgaged since the Act was passed. It is the custom of the Sholapur District to lend on mortgage security.

Other ryots.

Sixteen men, paying assessments ranging from R5-12 to R74, are not in debt.

(17) Holds one number (21 acres, R14). Owes R50 on account

(18) Holds one number (32 acres, R7). Owes also three other numbers assessed at R36 not entered in his name. Owes R400 on bonds and R50 on account. Borrowed to redeem a mortgage.

(19) Holds one number (31 acres, R16). Owes R60 on bonds at 28½ per cent.

(20) Holds five numbers (144 acres, R73). Owes eight instalments of R60 each on account of his father's debts. Has paid five instalments and R100 cash. The *panch* fixed the instalments. No other debts.

(21) Holds two numbers (51 acres, R23). Owes R500 on account of his father's debts. It was settled privately that he was to pay this off in twelve years—two instalments of R30, then two of R35, and so on. Has paid seven or eight instalments. No other debts.

(22) Holds six numbers (175 acres, R49). Owes R200 on bonds at 24 per cent. Borrowed three years ago to buy bullocks, etc.

(23) Holds eight numbers (168 acres, R77). Owes R300 on bonds at 24 per cent. Borrowed at different times during the last two years.

(24) Bought some land, assessed at R8, six years ago, but has not had his name entered yet. Owes R25 on a bond.

(25) Holds one number (28 acres, R18). Owes about R40 on account.

Conciliation.

Wasideo Joderao, Deshmukh, was appointed eleven months ago. About one hundred applications are made yearly; and of these, about twenty-five end in agreements. Very few parties come before him with agreements ready made. Agreements generally take place on the first day on which the parties appear.

Village Munsif.

Gangaji Hanumant Rao, Deshmukh, has been Village Munsif since the passing of the Act. His jurisdiction is confined to the village. The number of cases is increasing slowly. The first year there were about forty. Last year there were 125. Very few of the suits concern agriculturists. Claims for sums of R7 or upwards would probably be taken to the regular Courts, but smaller claims would not. The claims are generally admitted. The village officers execute

his decrees by attaching moveable property; in about one or two cases annually the attached property has to be sold.

Village registration.

The Village Registrar was appointed in 1883: before that he was a kulkarni; the furthest village in his circle is 12 miles off. The following documents were registered in 1890 and 1891 :—

Description of documents.	1890.		1891.	
	Immoveable property	Moveable property	Immoveable property.	Moveable property.
Sale-deeds .	72	5	83	5
Mortgages with possession .	10	1	9	...
Mortgages without possession .	85	6	114	3
Simple bonds .	...	170	...	125

Sahukars.

There are four or five leading money-lenders in the village, and nearly 200 persons who lend more or less. All the leading men have been long established; the last to set up business came 20 years ago. One of these men says that the Act has not reduced business in any way; it has simply altered the form of the transactions, and has injured borrowers and benefited lenders. The others, however, admit that the Act has greatly curtailed their business. Only men of good credit can now borrow on account or on simple bonds; the others have to sell or mortgage land. The ryots certainly borrow less, but, on the other hand, they have to execute more sale-deeds.

Most of the loss caused by the Act took place in the first year or two. In the case of new transactions security is insisted on. Old accounts were settled by conciliation; where, however, a man with an old account wanted fresh advances, he was either made to enter into an agreement, covering both the old and the new accounts, before a conciliator, or compelled to assent to an arbitration award, also covering both accounts, which was filed in Court under Section 525, Civil Procedure Code. This latter method is more popular than conciliation, as it is less likely to be rejected by the Court or contested with success by the debtor. Another advantage of this method of procedure is that it does away with the necessity of registration The Village Registrar can only register deeds of sale or mortgage up to ₹100; for deeds, etc., above that amount the parties would have to go to the Sub-Registrar at Karmâla, 31 miles away; to avoid this trouble sahukars make the advances agreed on without any deed, and obtain an arbitration award which they file in the Court. Such awards are never registered, and never questioned by the Court when execution is applied for.

They approve of conciliation, and would like the system made general.

They object —

(1) to the exemption of land from liability in execution of money-decrees;

(2) to the discretion allowed to the Courts in reducing interest;

(3) to the examination of accounts: this chiefly takes the form of cutting down interest on past transactions. Some sahukars deny keeping accounts in order to escape showing them, and some keep no accounts at all; but such men should never come into Court to sue. It is easy to avoid all liability to having accounts examined by not lending except on sale-deeds; and

(4) to instalment decrees not carrying interest; when a claim is cut down to what is held to be a fair amount, interest should be allowed on that amount till date of payment.

Deeds of sale executed in favour of sahukars, though generally absolute in form, are as a rule accompanied by a verbal agreement to the effect that the land will be reconveyed on repayment of the purchase-money. They decline to say whether sahukars consider such agreements binding and observe them or not. All depends on circumstances: *i.e.*, upon the sahukar himself and his wishes at the time. Some sahukars do, and some do not, keep such promises. It is not honest to break promises, but a sahukar who broke such a promise would not be held in reprobation by his fellows. The objection to mortgage-deeds is that Courts can take accounts. Sale-deeds accompanied by rent notes give the sahukar perfect security.

SATARA DISTRICT.

LONAND GROUP OF VILLAGES.

Examined—

11 Villages.
1 Registrar.
1 Conciliator.

The general tenor of opinion favours the Act. Exemption of person from arrest and of land, etc., from attachment are recognized all round as boons. Old debts are said to have been compromised, and fewer fresh debts incurred, because it is more difficult to borrow. The *Pimpra* men say "we live more economically"; the *Vágoshi* men "most people don't require now to go to the sahukar"; the *Pádegaon* men "there is less debt than before"; the *Andori* men "if we want large sums, we can't get them. If small sums, we can get them from other cultivators. The Act has done us no harm." But most villages make it more or less of a complaint that borrowing is now more difficult, asserting that only those with good credit can raise money without a sale-deed. Three villages say that debt is increasing.

Popular opinion generally.

Lonand.—118 khatadars, of whom 32 and 29 co-sharers are present.

Sales and mortgages.

Two sales of land among those present, one 4 years ago and one 2 years ago. In the second case, 2 bighas, assessed at R7½, were sold for R100 and leased to the seller at a rental of R18, exclusive of the Government assessment. The price was cash for building house. The seller believes he will get the land back if he repays the money. He has other land (inam) free, and other land mortgaged, which he is redeeming by instalments after suit. Kulkarni names 10 others who have sold land. In all the 12 cases of sale, except 2, the buyers are *bonâ fide* cultivators. In every case the transfer is effected by deed, not by mere change of name in the records.

There are 19 mortgages with possession and 5 without possession. Of the 19, 8 are antecedent to the Act, 6 are within 7 years' old. No suits have been filed to redeem the long-standing mortgages for fear, it is said, of offending the sahukars. Some details as to the 11 effected since the introduction of the Act are as follows:—No. 1—Three years ago for R100 for a marriage. Mortgagor has about 7 other fields free. Owes no other money. No. 2—For R30 in cash for maintenance for a term of 4 years. No. 3—For R100 for a marriage which cost R150. Land assessed at R4. Mortgagor continues to cultivate it, paying half the produce and the assessment, and the mortgagee contributing half the seed and manure. Mortgagor has two other fields free, and no other debt. No. 4—Seven years ago for R275 for old debts and cash for maintenance. Land assessed at R9. Mortgagor rents it on terms as above. Owes no other debts. No. 5—Three years ago for R80 for buying bullocks and for maintenance. 30 guntas bágáyet land assessed at R5. Mortgagor pays assessment and 3½ maunds produce as rent. Has two other fields free and no old debts except R17 on simple bond. No. 6—Ten years ago R100 for bullocks and for maintenance. 20 guntas assessed at R3½. Mortgagor pays assessment and half the produce as rent, sahukar giving half the seed and half the manure. Has other land free, and no other debts. No. 7—Ten years ago R60. To pay old debts to same sahukar and to another. Mortgagor rents on terms as above. Effected another mortgage two years ago of R60 for building a well. Has other land free. No other debts. No. 8—Two years ago for R150 for maintenance, etc. Mortgagor rents as above. No other land. Owes R30 or R40 on simple bond, borrowed *after* the mortgage. No. 9—Ten years ago R800 on account of an old debt of R300. No cash. Redeemed by instalments of R50. Mortgagor used to pay rent as above, but now pays nothing but instalments. Has no other land or debts. No. 10—Six years ago for R30 in cash on land assessed at R4. Pays rent as above. Has other land free, and no other debts. No. 11—R1,000 on land assessed at R13. For constructing a well. Mortgagor pays rent as above. Has other land and R400 or R500 other debt on mortgage—without possession. Also owes about R25 on account.

Khed—125 khatadars, of whom 33 and others are present.

Sales among those present—; No. 1—Before the Act. No. 2—Before the Act. No. 3—Seven or eight years ago for R50 and R100, respectively, on 2 pieces, each assessed at R3-3-0. Mortgagor pays in addition as rent R12 and R16½. Borrowed for bullocks and for maintenance. All his other land is mortgaged. Owes about R25 on account. No. 4—Five or six years ago R200. Land had been bought for R500. Half the money has been paid back and half the land recovered. The ryot still borrowing on account from buyer. No. 5—Five or six years ago for R100 for marriage. Seller pays R12 assessment and R9 *plus* 3 maunds produce as rent. All his other land is mortgaged. No. 6—Before the Act. No. 7—Seven or eight years ago for R1,000. No. 8—Three

years ago for R400, to redeem a portion of land which had been bought for R1,000, 15 bighas thus saved.

Six mortgages, of which two are antecedent to the Act. No. 1—Five or six years ago for R50. Interest at 1 pice. No. 2—Four years ago R75. Pays half produce (as above) as rent. Has other land. Owes on account R200. No. 3—Two years ago, R50. Land assessed at R16. Lender cultivates himself. Borrower has other land, but owes no other money. No. 4—Ten years ago, without possession.

Pádegaon.—30 khatadars in village, of whom about 15 are present.

No sale and no mortgage since introduction of Act.

Nimbodi.—45 khatadars, of whom 8 and 30 co-sharers are present.

4 sales. No. 1—Three or four years ago for R450. Land assessed at R5. To liquidate old debts to same sahukar. Has other land also mortgaged. No other debt. No. 2—Two or four months ago for R1,500. Land assessed at R9. To liquidate old debt. Seller continues to cultivate, paying half produce as above. No. 3—Seven months ago for R1,200. In liquidation of old debts. No. 4—Three years ago for R700. In liquidation of old debts.

No attempt to contest the old debts in any of these cases.

18 mortgages, of which 15 are antecedent to the Act.

6 other men picked out at hazard owe no debts.

Koparda.—48 khatadars, of whom 19 are present.

No sale.

11 mortgages, of which 8 are antecedent to the Act, 2 are of above 5 years' standing, and only 1 of less than 5 years' standing. That one is without possession.

Pimpra Badrukh.—98 khatadars, of whom 25 and 20 co-sharers are present.

2 sales (both by same man) since the Act and 1 before it. Of the 2 sales since the Act 1 was for R250 and the other for R80. R250 was to redeem one portion of the land R50 was to pay assessment and buy bullocks.

6 mortgages, of which 4 are antecedent to the Act.

No. 1—3 years ago for R25 to purchase bullocks. Land assessed at R4½. No other land. Owes no more. No. 2—4 years ago for R100 to purchase bullocks, etc. Has other land.

Sukhed.—61 khatadars, 9 present besides 10 co-sharers.

One sale since the Act. Five years ago for R100 for maintenance and to buy bullocks. Seller rents at R24 *plus* R6 assessment. He asserts an oral promise to restore on repayment of the price. No other land. No other debts.

Twenty-five mortgages, of which 20 are antecedent to the Act. To account for no suits for redemption it is said "we don't know the way to proceed. Besides, if we went, the sahukar would put us into difficulty and not give us money when we wanted it. Also we have not the money to go." The usual interest on mortgages without possession appears to be 1 per cent. per month. Noteworthy cases are as follows. No. 1—Mortgage 50 years old. Owes about R1,000 on account. Borrowed R600 on mortgage of other land a few months ago for old debts. No. 2—Mortgage 20 years old, owes R100 or R150 on account. No land free. No. 3—Mortgage 20 years old. Also mortgaged other land 5 or 6 years ago for R250 to pay old debts. Has no other land. Also owes R200 on account, all borrowed before the last mortgage. Raised money for paying assessment this year on standing crop. No. 4—Mortgage 10 or 20 years ago, and another 2 or 3 years ago for R200 to pay another sahukar. Has no more land. Borrowed last revenue instalment. No. 5—Mortgage 60 years old. Has no land free. Owes R200 or R400 on account. Borrowed last Government instalment.

Bori.—47 khatadars, of whom 11 and 25 co-sharers present.

One sale since the Act. For R300, to liquidate old debts. Seller has 5 or 10 veeghas free. Owes R100 or R200 on account, most of it borrowed within the last two years.

10 mortgages, of which 7 are antecedent to the Act: 25 persons present have neither sold nor mortgaged.

Andori.—67 khatadars, of whom 8 and 15 co-sharers are present.

Two sales since the Act No. 1—Eight years ago, partly in liquidation of a debt to the buyer. No. 2—Two years ago, to free some bagayet land from mortgage.

8 mortgages, of which 7 are antecedent to the Act. Noteworthy cases are as follows:—No. 1—Mortgage a long while ago; 10 bighas free; owes R100 or R150 on account, borrowed within the last two years. No. 2—Cannot remember how old the mortgage is. No free land. Owes R50 on account. When he wants money he goes to the sahukar.

Vaghoshi.—16 khatadars, of whom 4 and 4 co-sharers are present.

No sales in this village.

Only one mortgage, about seven years ago, for R80. The mortgagor has no other debts.

Padli—74 khatadars, of whom 5 and 15 co-sharers are present.

No sales in this village.

9 mortgages, of which 4 are antecedent to the Act. Of the other 5, 2 were for marriages and 2 for old debts.

The Registrar of *Khed* says deeds of sale have been decreasing since 1883, in consequence of an order then issued by the Collector directing stricter enquiries. An oral promise to cancel the sale on return of the money is generally alleged by the sellers, but no instance is brought forward of such a promise being kept.

The Registrar of *Khed* says mortgages are increasing and bonds decreasing. Most mortgages, he says, are with possession.

Expenditure on marriages.

The cost of a son's marriage is ₹150, ₹50 more than fifteen years ago (*Lonand*). Marriage expenses vary from ₹80 to ₹150; have decreased of late years (*Khed*). The least cost is ₹60 to ₹100 (*Nimbodi*). Ten marriages in *Sukhed* last year. Four men in *Sukhed* say they have sons of age whom they cannot marry for want of funds. One of the four has all his land mortgaged; one has land still free, the other two are left doubtful. There were twenty-five marriages in *Andori* last year, each costing from ₹125 to ₹200.

Government Assessment.

The instalment due on January 10th has been mostly paid (on January 23rd); some paid it out of their savings, some sold bullocks or vessels, or raised money on pledge of ornaments or on sale of standing crop at a price fixed below current rates. This year 1,765 acres were under kharif and 2,022 acres under rabi (*Lonand*). "We have paid it by raising loan on account or on security of bagayet crop" (*Khed*). "No one borrowed for the first instalment of revenue this year; it was raised by selling vessels and other property. Last year we got good crop and had no difficulty in paying assessment. We were happy, but this year we are not, owing to scanty rainfall" (*Pádegaon*). Generally the January instalment has been paid in all the villages out of earnings by outside labour in Bombay and elsewhere, cart-hire, sale of sheep, goats, bullock, vessels or other property, advance on ornaments or on standing rabi crop.

Lending by cultivators.

There is more lending by cultivators of late years. So say the people of *Lonand*, *Khed*, *Andori*, *Pádli*; so says also the Registrar of *Khed*. In ten out of twelve sales in *Lonand* the buyer is a *bonâ fide* cultivator. Registrar of *Khed* says: "The majority of those who lend are cultivators This was also the case in *Patan*, where I was employed before." The *Khed* people say: "The practice of cultivators lending is increasing. Some get money by labour in Bombay; some borrow on their own credit from sahukars to re-lend." In *Nimbodi* and *Koparda* they only lend small sums. In *Andori* the people go to fellow-cultivators for small sums. The *Pádli* people say: "This year we have borrowed among ourselves."

Registration.

General complaints of delay, cost and trouble. Many ryots indicate it as the sole blot on the Act.

"If a man requires only ₹5 he has to go to the office, 3 miles off, and spend fees, the expenses of witnesses and of persons to identify them. In the busy time we sometimes have to wait two or three days" (*Lonand* people). "In April, May, and June work presses and parties have to wait. Copies are taken in a very few cases." (Registrar of *Khed*.)

But it is conceded to be a protection against fraud. The feeling is that it should not be required for documents up to a low limit of, say, ₹25 or ₹50, and that for above that sum the office should be brought nearer the homes of the people. "The Registrar says he is only expected to register about three in a day. Leases have to be renewed every year with renewed bother. Fraud is prevented, but honest men have to bear the expense equally with dishonest ones. We think the village registrar should be empowered to register all documents, except those up to ₹25 or ₹50, which should not need registration at all." (*Khed* people.) So *Sukhed* people say: "We should be enabled to make documents without registration up to ₹50."

Redemption.

"If I file a suit against a sahukar for redemption, no one will lend to me in future." (*Lonand* mortgagor.)

This probably is explanation of the large number of old mortgages unredeemed in many villages. In *Lonand* there has not been one redemption suit under the Act. About ten suits in *Khed* village, but none of the parties present before the Commission.

In *Nimbodi* one woman present had redeemed by suit her land mortgaged at ₹50. Land restored by Court without further payment.

All the suits in *Pimpra Badrukh* were settled before the conciliator. No. 1—Mortgaged eleven years ago for ₹100 without possession.. Redeemed for ₹60, the balance having already been paid off. No. 2—Mortgaged first for ₹500 many years ago, which amounted at last to ₹3,000. ₹1,300 to be paid, and pending payment two-thirds of the produce to be levied as interest. No. 3—Original mortgage for ₹200 which amounted to ₹700. Land restored on two payments of ₹600 and ₹300. No. 4—Borrowed ₹9 (*sic*) many years ago, which amounted

at last to ₹500. ₹600 to be paid in instalments of ₹50 per annum. No. 5—Original debt ₹100, amounted to ₹500. ₹500 to be paid. No. 6—Mortgage debt ₹675 of very old standing. ₹225 to be paid in a lump. Settlement made last September. Debtor has only paid ₹50. If the whole remains unpaid after March, interest is to be charged. Debtor continues to cultivate, but pays no rent. No. 7—Original mortgage ₹1,200, fifty years old. One-fourth of the land sold to the sahukar to redeem the other three-fourths.

In *Bori* no land redeemed, but two unsuccessful attempts made. In first case by private arrangement sahukar was to take half the land and make over the other half to debtor, but he broke faith. Debtor did not go to the conciliator "because he was our old sahukar and my uncle did not like going against him." In second case the Court would not fix instalments and so debtor was unable to pay.

In *Padoli* a case of mortgage debt of ₹150 was settled by conciliator who handed over land to creditor for a term of ten years.

Conciliation.

"Conciliators are of some use, as compromises are now possible." (*Lonand* people.)

The conciliator at *Lonand* not a strong man—an old Kulkarni watandar. Six agreements last year out of forty-seven cases. All six apparently arrived at by the parties independently. All hard on the debtor or tending to favour creditor by indefiniteness of terms. In two of them the parties appeared together on day of application. He does not adjourn cases in which the parties don't agree, unless they ask for it.

Sahukars.

Has their number or capital decreased? "My brothers were in this village, but they have migrated to Madras, where they sell cloth. They did not carry any capital away." (*Bori* sahukar.) "Gangaram, a sahukar here, has given up and gone to Patai (a neighbouring village) where he has a shop. He lost his money in the year of famine. Ramchandra went at the same time for the same reason." (*Padoli* sahukars.)

Khed sahukars say: "We only lend now on standing crop and on account. We deal in cloth and also cultivate our ancestral land."

Andori sahukar says: "I have ₹20,000 out on loan, of which ₹8,000 is borrowed. Before the Act I had out ₹35,000. I cannot say how much I lost in the famine. I lost ₹10,000 in a dacoity."

Bori sahukar says: "I have about ₹1,000 out on loan. My father had ₹5,000."

Four *Padoli* sahukars say they have ₹17,500 out against ₹25,000 ten or fifteen years ago. They ascribe the falling off partly to private reasons, partly to the operation of the Act.

The falling off may be partly due to the competition of the cultivating classes.

Many of the sahukars borrow part of their capital. Pay 8 to 12 annas per month interest. Their own accounts with their lenders are made up sometimes after one year, sometimes after two years, when interest is added.

The instalment system.

The *Khed* sahukars say: "We have no transactions now as we cannot get interest on instalments. We have brought claims before conciliators but no suits in Court, for the conciliator says more than *damdupat* will not be allowed and forces us to accept it." The *Andori* sahukar complains of not getting interest. He cites two of his cases, in one of which the Court decreed ₹. 150 in fifteen yearly instalments and in the other ₹200 in ten. Admits could not have realised the whole at once in either case except by sale of land. *Khed* sahukars admit that instalments agreed upon before conciliators are paid. One of them had a case when instalments were fixed by conciliator, though the debtor was well able to pay all at once. He did not refuse to agree because under the Act the Court always gives instalments. The *Andori* sahukar gives same reason for agreeing to conciliator's settlement. He adds: "Out of my ten conciliation cases two have paid up regularly; I am bound to wait a certain time in each case by the terms." (Apparently the certain time had not elapsed in any of his cases.)

Padoli sahukars: "Know of no case of instalments being fixed where the defendant could have paid in a lump."

Two villages complain that sahukars *never pass receipts.*

WAI GROUP OF VILLAGES.

Examined—

12 Villages.
3 Conciliators.
1 Village Munsif.
1 Registrar.

Popular opinion generally.

General tenor of opinion same as in preceding group. But it is more frequently asserted that debt has increased of late, by which is probably meant in most cases that it has increased this year owing to scarcity, as compared with previous years. Evidence leaves no doubt of more pressure this year. Two villages assign increase of population as a reason of increased debt. On the other hand, two villages, while saying that debt is less, explain it by the fact that more ryots began to go to earn money in Bombay, &c., with the opening of the Great Indian Peninsula Railway and still more with the opening of the Southern Mahratta Railway.

Two villages say the terms of borrowing are the same now as before the Act, except that the rate of interest is less.

Wai.—Two hundred and twenty khatadars, of whom 40 and 20 others are present.

Sales and mortgages.

One sale to a sahukar, 5 or 6 years ago, for ₹750 to pay old debts. Did not mortgage for fear interest would accumulate. Has other 40 bighas free.

There are 14 mortgages, of which 3 are antecedent to the Act.

Of the 11 subsequent to the Act,
- 4 are with possession,
- 7 are without possession,
  - 6 were for a marriage.
  - 2 were for old debts.
  - 2 were for building a house.

No. 1—Ten years old, for ₹200, redeemed by instalments, fixed by conciliator, of ₹30 per annum. No. 2—Five years old, for ₹100. Owes ₹60 on account. Has ½ bigha free. No. 3—Four years old, for ₹400. Owes nothing more. Has 1½ bigha free. No. 4—Ten years old, for ₹100. Owes nothing else. Has as much land again free. No. 5—Three years old, for ₹100. Has 6 or 7 other bighas of which 1½ bigha is mortgaged for ₹50. Owes nothing else. No. 6—Twelve years old. Has no other land. Has a running account. No recent items in it. No. 7—Fifteen years old, for ₹200. Has one bigha free. Owes ₹4 or ₹5 on account. No. 8—Two years old, for ₹100 for a term of 10 years. Owes nothing else. 10 bighas free. No. 9—Ten years old, for ₹125. Owes nothing else. Has 2 bighas free. No. 10—Four years old, for ₹300 Has some free land. Owes nothing on account. No. 11—Six years old, for ₹75. Has a small piece of land free. Borrowed ₹100 on account, 8 months ago, for marriage of his son. No. 12—In famine year. No. 13—Forty-five years ago. No. 14—Twelve years old, for ₹400. Has other 2 bighas. Has a running account on which he owes ₹25.

Six other men asked at random owe as follows:—

₹400 on account.
Nothing.
Nothing.
₹40 on account.
Nothing.
₹400 on bond and mortgage of house.

This village (Wai) is irrigated and one of the best in the taluka. The people say there is less land in mortgage now than formerly.

Bâudhan (alienated)—Three hundred and forty-five khatadars, of whom 35 and 13 others are present.

Four sales, two before the Act and two since. No. 1—Four years ago, for ₹950 in liquidation of old debts. Has 2 or 3 bighas free. No. 2—Long ago. Has free land. Owes ₹500 on account. Has not borrowed any lately. No. 3—Sixteen years ago. Owes ₹450 on bond for which instalments have been fixed. No free land. No. 4—Four years ago for ₹600, for old debts and maintenance; 2 or 3 bighas free. Has a running account on which he owes ₹25.

There are 21 mortgages without and 5 with possession. Of the 21 without possession 5 are of over ten years' standing and sixteen under. Of the five with possession, No. 1—eleven years old, for ₹350, to meet legal expenses. After this mortgage he raised ₹1,400 on mortgage to liquidate old debt and interest. This is being redeemed by instalments by order of the Court. No free land Raised ₹50 on account 15 or 20 days ago. No. 2—Five or six months ago for ₹100 for legal expenses. Has other free land. Owes ₹50 on account borrowed at the same time as the mortgage. No. 3—Ten or eleven years ago. No. 4—Fifteen or sixteen years ago.

Sidhnâthvadi.—Thirty-six khatadars, of whom 20 and 15 others are present.

Sales.—No. 1—Six or seven years ago some land belonging to a Math was sold for the erection of a Math building. No. 2—Ten years ago for ₹600. Two other pieces of land sold by his father. No land remaining in possession. Lives by labour.

Mortgages.—No. 1—Without possession for ₹50, four or five years ago. Has some free land. Borrows occasionally ₹5 or ₹10 on account. No. 2—With possession for ₹450, ten or twelve years ago, for uncle's debts. Pays ₹50 rental *plus* ₹7 assessment. No other land nor debts.

Five other men asked at random owe as follows:—

₹100 on account.
₹50 „ „
₹10 or ₹15 on account.
Nothing.
₹50 on account.

Ojharda.—One hundred and sixty-nine khatadars, of whom ten and sixteen others present.

Two sales, both for old debts. No. 1—Seven or eight years ago for ₹250; two acres free. No. 2—Last year for ₹1,000. Seller continues to cultivate, paying ₹150 yearly, besides ₹50 assessment. No other land or debts.

The old debts were due to different sahukars. No one would advance money on other terms but sale. Was pressed by sahukars to pay. The buyer verbally promised to restore the land if money ever repaid.

Mortgages.—None with possession since the Act. Nine without possession. All under six years, except one, which is of 20 years.

Four other men asked at random owe—

Nothing.

Nothing.

R100 on account.

Nothing.

Paekhandi—Ninety-two khatadars, of whom 20 and 8 others are present.

Three sales, all in liquidation of old debt. No. 1—One year ago for R800. All the rest of his land mortgaged. An oral promise to restore on repayment given by the buyer (who denies this). Buyers are agriculturists. No. 2—Nine years ago for R2,000. The land was mortgaged 32 years ago to some sahukar for R500. Interest falling into arrears, a fresh document was passed for R 1,000, half the produce being paid as interest. At last it was sold, the private understanding being that it should be handed back after ten years without payment. The sahukars' heirs repudiate this. Has six bighas inami land free and some mortgaged land. Owes nothing more. No. 3—Five or six years ago for R100 for old debt. Seller cultivates it paying R12 rent *plus* R2-12 assessment. Has other land mortgaged *since* the above sale. One bigha free. Owes about R25 on account.

Ten mortgages, of which eight are since the Act. Of these eight, four were for land improvements, three for payment of old debts, and one for purchase of bullocks. No. 1—Has borrowed R200 on account since the mortgage. No free land. No. 2—Two or three years ago for R100. Mortgagor pays R12 rent *plus* assessment R10. Has 3 or 4 bighas free. Borrows small sums on account. Owes R100 on a bond, raised after the mortgage. No. 3—Eleven years ago for R400. Mortgagor cultivates paying ½ of produce. Has some free land. Owes R25 on account. No. 4—Two-half years ago for R200. Has other land free. Owes R5 or R10 on account. No. 5—Eight or nine months ago for R300. Mortgagor pays R36 rent. Has other land free. Owes R100 on account borrowed before the mortgage. No. 6—Three years ago for R100. Sahukar cultivates himself. Has also mortgaged land without possession for R200, pays interest at 1½ per cent. per month. Has free land, and no other debts. No. 7— Five or six years ago for R100. Pays R15 rent. Has other land free. Owes R40 on account borrowed within the last year. No. 8.— Five or six months ago for R300. Pays R36 rent. No other land or debts. No. 9.—Seven years ago for R500. Has other land free. Owes R50 on account, borrowed before the mortgage. No. 10—Twenty years ago. No free land. Instalments fixed by the Court.

Shendurjana—Ninety-nine khatadars, of whom 22 and 12 others present.

No sales.

Mortgages—12 without and 2 with possession.

Pasarni (alienated)—190 khatadars, 50 landholders and 57 co-sharers present.

Nine sales since passing of Act. Eight in liquidation of old debts and 1 for digging a well. In 7 cases the buyer is a cultivator. No. 1—Ten or twelve years ago for R175. No debts except R150 raised on a mortgage 2 years ago. No. 2—Last year for R75. Has other land free. No other debts. No. 3—Ten years ago for R175. No debts except a mortgage effected two years ago. No. 4—Four or five years ago for R200. Other land mortgaged five or six years ago. One bigha free. No other debt. No. 5—Six or seven years ago, R600. Has other land free. Owes R100 or R200 on account. No. 6—Seven or eight years ago for R150, R200, R300 and R200 (four pieces). The fourth piece is cultivated by the seller who pays as rent 6 per cent. on R400 (twice the price actually paid). Sahukar promised to reconvey this land, and a suit to recover it has been privately settled on the terms that debtor is to pay R400 and receive the land again. Has no other land. Borrowed R50 or R60 last year, for marriage of his son, on account. No. 7— Twelve years ago for R500. Mortgaged land for R150 last year. Has other land free. No. 8— Five years ago for R125. Has other land free. No other debts. No. 9—Seven or eight years ago for R250. Much other land, all mortgaged. Borrowed R100 on account last week.

Dhavdi.—Forty-seven khatadars, of whom 24 are present.

One sale since passing of Act, two or three months ago for R300, to an agriculturist. Has other free land.

Nine mortgages, all without possession; seven are of less than ten years' standing.

Sonarwadi (alienated)—Forty khatadars, of whom 13 and 4 co-sharers are present.

Three sales since Act. One for old debts and two for marriages. No. 1—Eight or nine years ago for R200. Has three other pieces of land mortgaged, one piece a year ago for R70. No other debts as, he says, no one will lend. No. 2—Ten or eleven years ago for R125. Oral contract to restore. Other land free. No one, he says, would lend to him on mortgage. No other debts. No. 3—Eight or nine years ago R125. Has other land free. Sahukar, it is said, got the land sold by fraud, but whether through the Court or not does not appear.

Four mortgages—2 with and 2 without possession.

Bopardi.—Seventy-five khatadars, of whom 18 and 16 others are present.

One sale, five or six years ago, in liquidation of old debts. Has other land mortgaged and free. Keeps a running account on which he owes R50.

Sixteen mortgages—4 very old, 3 ten or twelve years old, and the rest recent.

Five other men selected at random owe as follows:—

R50 on account.
R50 or 60 on account.
R15 on bond.
R25 on account.
Nothing except instalments on redeemed land.

Warhhadvâdi.—Thirty-six khatadars, of whom 13 are present.

One sale, two years ago, for R200, in liquidation of debt to another sahukar. Other land mortgaged. Service land free. Owes R50 on account.

One mortgage, 10 or 12 years ago, for R300. Redeemed by instalment. Owes R100 to R150 on account.

Six other men picked at random owe—

Nothing.
R20.
Nothing.
R150 on account.
R178 „ „
R50 „ „

Menavli.—Fifty-six khatadars, 25 landholders present.

Three sales of which one was before the Act. No. 1—Seven or eight years ago for R250, to liquidate old debts to another sahukar. Land mortgaged and R150 raised on account about same time. No. 2—Twelve years ago for R700 or R800. Other land mortgaged six years ago for R400. Owes R25 on account.

Four mortgages of which one is of fifteen years' standing. The other three since the Act.

Registrar of *Wai* says: "Sometimes there is "a higgling about the condition of restoring "the land being inserted in the deed of sale "and sometimes both parties go away, but gene- "rally return again and agree to its omission."

"I do not think sales are ever effected by "mere transfer in the Mamlatdars' books."

Most of the sales were in liquidation of old debts. Asked why they did not contest them in Court, the general reply is that they were hard pressed to pay and did not wish to irritate their creditors with whom in many cases they had dealt for a long time.

In some villages mortgages without possession are preferred to mortgages with possession The *Wai* sahukars say they prefer the former because of the uncertain results of the enquiry into profits in the case of the latter. In *Baudhan* out of twenty-one mortgages without possession sixteen are of under ten years' standing. Only one recent case of mortgage with possession among forty-eight landholders present. In *Ojharda* among twenty-six present there is only one case with possession, and it is of twenty years' standing, while there are nine without possession, all recent except one. In *Shendurjana* there are twelve without possession against two with. On the other hand, the *Sakiwadi* people say: "Before the Act sahukars lent on mortgage without possession. Now they require mortgage with possession." And in *Paekhandi* there are fifteen mortgages with and only one without possession.

Interest as shown by mortgages with and without possession—

Rate of interest.		
R18 on R100	Wai.	R15 per cent. Sidhnath
R15 per cent.		R50 on R450 „
R12 „ „		12 per cent.
R12 „ „		12 „
R15 „ „		R36 on R300
1 pice per month per cent.		18 per cent. Paek-
		R15 on R100 handi.
		R36 on R300
		10 per cent. (for a well).

15 per cent.—Pasarni.

People of *Bopardi* say: "Interest used to be 2 pice per month. Now it is R12 to R15 per annum. Even men of poor credit can raise money on mortgage, but they have to pay more interest. The Act has made no difference to men of good credit except that interest was formerly higher."

General credit.

Wai sahukars say: "We are more careful in lending, as the law gives more "assistance to cultivators than formerly, but the "cultivators are not less honest in intention." *Wai* people say: "We are less in debt than "formerly, on account of the instalments of old "debts. Men of good credit can borrow with- "out mortgage. Men of bad credit die of them- "selves. There is less land in mortgage now."

"The ryots are on good terms with the sahu- "kars." *Shendurjana* people say: "Sums "below R20 we borrow from among our- "selves. More we raise on a bond without "difficulty. If a man has not much land, some "one may stand security for him. Debts have "increased as we have no irrigated land. We "speak of old debts, not of fresh debts."

Dhavdi people say: "We sell some of our "crop to the sahukar and some we take to "market. In very few cases he buys and takes "away the crop from the field. In no case

"does he take away the whole crop and credit "it in his books." *Bopardi* people say: "From "the introduction of the Act debt is decreasing, "but from want of rain not so fast as it ought. "Formerly men of *very poor* credit had to raise "money on deed of sale as now. Men *of poor* "credit can get on mortgage still, but the inter- "est is more than for men of good credit. Men "of good credit even have to give mortgage "without possession." *Wakhadwadi* people say: "The difficulty in borrowing is the same "now as before the Act. A good debtor can "get money on mortgage. A poor one has to "sell land."

Expenditure on marriages.

"The marriage of a son costs ₹150. This is "more than ten or fifteen "years ago." (Bopardi.) "At the lowest ₹150 and on an average ₹200. "It has increased during the last ten or "fifteen years'." (Wai people.)

Government assessment.

Of 4 persons asked at random in Ojharda 3 had paid the first instalment in January this year with the price of bajri, and one by loan. In Dhawadi, 6 present borrowed on account. Some sold rice crop and grass.

Lending by the cultivating classes.

"Cultivators do not lend more than formerly to our knowledge." (*Wai* sahukars.) In *Paekhandi* the only resident sahukars are 2 cultivators who lend up to ₹100 or ₹125. Out of 4 sales the buyers in two are cultivators; the other two are not stated. "Sums below ₹20 we borrow among ourselves." (*Shendurjana* people.) "Some Brahmin cultivators lend money." (*Pasarni.*) Out of 10 sales of land in *Pasarni* 7 were to cultivators. "No cultivators lend, but some have bought land." (*Dhavadi.*) So *Bopardi* people. The only two sahukars in *Sidhnath* are Kunbis.

Registration.

Registrar of *Wai* is also Sub-Registrar under Registration Act for whole taluka. In his circle are 9 villages, the farthest 6 miles off. People often have to wait a day in May and June, which are the busiest months. *Wai* sahukars say: "In registration both sahukars and ryots are put to inconvenience." *Wai* people say: "Registration is useful If documents are written without the aid of the Registrar, we are at times deceived through ignorance. They should be registered before an officer of higher position. Cases of fraud did occur in the old time. We never heard of them under the new system. The difficulty should not be minded in consideration of the advantage." (*Note*—The office is at these people's doors.) *Baudhan* people—"The Registrar puts us off and so we and the sahukar are obliged to go to him often, thus increasing the expenses of witnesses and men to identify them. It is true that registration prevents the possibility of false documents, and that is an advantage." *Shendurjana.*—"The Act has done good all but in registration. Formerly we had to pay only 4 annas per document, now we are charged according to words. The Registrar's Karkun tells us no copies can be given. They should be registered by the Mamlatdar." *Dhavdi.*—"It is hard that even a document of ₹5 has to be registered. Registration should be done before a higher authority. We often have to spend ₹5 in identification. Mortgages are often alleged by sahukars to be deeds of sale, and this arises from the fact that no copies are given by the Registrar. Fraud is not prevented." *Sonarwadi.*—"Documents should be registered before the Mamlatdar or before a European. We should get copies and the fee should be reduced." One of the men present states that he has asked for a copy and not got it. *Bopardi* people.—"Registration gives trouble. It is an advantage to be secured by i from fraud, but we are often kept waiting from day to day. The Registrar won't register without being paid money. We cannot reveal the whole truth on this head." *Varkhadwadi.*—"We have to wait from day to day and the expenses of a ₹75 document come to ₹5."

REDEMPTIONS.

Bavdhan.

Sum of original mortgage.	Period elapsed.	By whom settled.	Sum allowed.	How to be paid.
₹			₹	
400	22 years .	Court	200	In lump.
60	11 „ .	Conciliator . . .	35	Do.

Ojharda.

₹			₹	
170	7 years .	Court	19	In lump.
25	40 „ .	Private arrangement .	Part of the land was sold to a third party, part given to the sahukar for nine years and part set free.	

REDEMPTIONS—*contd.*

Sum of original mortgage.	Period elapsed.	By whom settled.	Sum allowed.	How to be paid.
		Paekhandi.		
R 4,200	59 years .	Court	R14,000 reduced by High Court on appeal to R4,600.	In lump.
...	40 „ .	Do.	Nothing	Land restored without payment.
300	24 „ .	Do.	R 300	In lump.
900	20 „ .	Do.	900	Sixteen instalments.
		Shendurjana.		
R 200	15 years .	Court	R 200	In lump.
		Sonarwadi.		
R 125	25 years .	Court	R 110	Instalments of R10.
		Bopardi.		
R 200	14 years .	Conciliator . . .	R 150	Instalments of R10.
400 or 500	5 or 6 years .	Private arrangement .	600	Instalments of R50.
50	8 or 9 „ .	Conciliator . . .	135	Instalments of R15.
150	...	Do. . . .	300	Instalments of R10.
		Menawli.		
R 400	...	Conciliator . . .	R 400	Instalments of R19.
150	Within a year	Private arrangement .	192	In lump.
145	10 or 12 years	Conciliator . . .	145	Instalments of R25.
60	7 years .	Private arrangement .	60	In lump.

Wai sahukars (3) say: "We all had land mortgaged when the Act was passed, and we arranged for its redemption by instalments without going to Court."

In *Warkhadwadi* three cases present of redemption by private arrangement. Numerous long-standing mortgages have not been redeemed for which the following excuses are given:—(1) that the mortgagors cannot afford it alluding no doubt to the imposition of fees on this class of suits in this district, (2) that the sahukars would not lend any more if they brought suits, (3) that they are ignorant of the law.

Conciliation.

"Conciliation is cheaper than appearing before the Court, and so we get instalments at a less cost." (*Sidhnath* people.) The old sahukar of the same village admits that compromises are made before conciliators, and that is good.

Of the three conciliators of *Wai* one says he accepts an agreement presented by both parties without question; another says he rejects it if illegal or unreasonable and tells them to go to Court. He judges of the nature of the agreement from their oral statements. The certificate is often not used because the parties make it up and also because the Court's decree does not operate against immoveable property. We wait (say they) for some time before giving the certificate if the parties disagree. In many cases they refer the settlement of terms to the discretion of the conciliator.

Notes of cases from *Conciliator's Registers.*

(1) Amount on mortgage without possession R25 at 1½ pice per cent. in 1879. Claim R50 or sale of land. Interest had been paid. Settled for R25 in two instalments. Application on 1st January 1890. Fixed for hearing 27th January. Adjourned. Agreement on 5th February.

(2) Amount on mortgage without possession R75; R2 per month per cent., fifteen years ago. Claim R150. Up to date half the produce had been paid as interest. Settlement for R75 in fifteen instalments. Nothing said about interest. Application on 2nd January. Hearing fixed for 15th January, when both parties attended and asked for adjournment till 23rd, but did not appear. Summoned and appeared on 7th February, when agreement made.

(3) Amount on mortgage with possession R500. Suit for redemption by half sharer. Settlement for R175 in instalments of R8-12-0 for twenty years. Land to be given back to applicant within two months. Application on 7th January. Hearing fixed for 17th January, when both present and asked for adjournment. Both present again on 27th January.

(4) The other co-sharer's case. Similar in all respects, except that the order was for R225. The conciliator states that he examined the accounts in both cases, and found that the profits of the land covered both debt and interest, and so to make up for allowing so large a sum he extended the instalments to a very easy period.

(5) Claim R9 for three years' rent of land, *plus* interest R1-11-0 and land to be restored. Rupees 10-6-0 awarded in instalments of R7-6-0 and R3-0-0.

(6) Rupees 30 lent on account, *plus* interest at one pice for three years=R46-14-0. Remission agreed to R6-14-0. Rupees 40 admitted in return, for which land of defendants to be given for seven years to plaintiff. Application on 11th March. Summons for 14th March. Parties appeared on 13th, on which date agreement recorded. (Note that the remission is merely nominal, as plaintiff proposed himself to take the land for seven years in liquidation of his claim. The Special Judge cancelled the agreement on the ground that it created an encumbrance on immovable property not specifically pledged.)

(7) Claim R200 originally borrowed *plus* R117-8-0, being interest at R1-4-0 per cent. Remitted R14-6-0 *plus* R3-2-0 on account of a mistake in accounts. R25 to be given immediately, R25 in 6 months and afterwards R25 every six months. If instalment not paid, defendant's land to be sold. Both parties came together on the day of application.

(8) Respondent had retained land after the expiration of a seven years' tenancy and was also in arrears for part of the last year's rent. Claim—

	R	a.	p.
5 times assessment of the land .	40	0	0
10 „ quit-rent of the land .	55	0	0
Part-rent for last year . .	37	8	0
Bamboos	20	0	0
Manure supplied by applicant .	25	0	0

Settled to cut out R20 for bamboos and R25 for manure and to deduct R30 already paid. Land itself to be handed over at the end of the year.

Application on 28th March. Summons for 9th April, on which day both parties appeared.

Sahukars. Has their number or capital decreased?

Wai Sahukars.—"There are not fewer sahukars now than formerly. One of us has R15,000 to R20,000 out on loan: he had more by R5,000 or R10 000 before the Act. He has spent the difference: R1,000 or R2,000 of his present capital is borrowed. About the same amount was borrowed before the Act. He makes so little now by interest that he is living on his capital. Another borrows ¼th of my capital on 8 to 12 annas per cent.

The instalment system. *Ojharda* people object that in many cases the Court orders interest on instalments. *Wai* sahukars, on the other hand, complain that "in case of old debts we can only get reduced amounts. Conciliators never give us interest." A *Sonarwadi* cultivator mortgaged land for R200 10 or 15 years ago. He went to conciliator, who fixed R225 to be paid in yearly instalments of R20.

The instalments are paid regularly.

Wai conciliator explains that instalments are often spread over a long time in order to compensate for the excessive amount which the creditor appears to have received in produce of the land or in interest.

Attachment of standing crop. *Wai* sahukars complain that "standing crops are removed before the decree can be executed." Says one—"Two years ago I attached 17 acres which would have given R500 or R600 if sold at once. Court appointed a receiver on R8 or R10 per month. I had also to appoint 5 or 6 men from my own pocket. Then I removed the crop to Wai—4 miles. There was no room in the Court for it, but it was put elsewhere under the care of a Court's man. Two months after it was cut it was sold and fetched only R85. The costs were R125 to R140. It was lost and stolen, hence the low price.

Limitation. "An advantage is the lengthening of the time of limitation." (*Wai* sahukars) "Formerly we were obliged to sue before three years. Now we have to expend less on costs... We don't go in at once when *dam-dupat* accrues as the debtor is generally an old client.' (*Wai* sahukars) "By the extension of limitation the pressure of creditors is lessened." (*Wakhadwadi* people) "A good thing." (*Menawli* people) "We get more time for paying off." (*Ditto*).

Village Munsif. *Wai* Munsif decided 101 cases last year. In 10 or 15 the defendants were cultivators. All cases except 5 or 10 per cent. result in an agreement between the parties in my Court. I have to execute my decrees myself even when an agreement is made. On an order to attach people pay up without difficulty. Had not to attach property once last year.

Sidhnath people say—"The village munsif is less expensive and troublesome, and we think his limit should be raised to R20."

The sanukars do not give receipt.

This is again a subject of complaint.

SAP GROUP OF VILLAGES.

Examined—

20 villages.
1 Conciliator
1 Sub-Judge.

Opinion is generally as in previous groups.

Popular opinion generally

On the whole favours the Act, especially as to exemption of land and goods from attachment, freedom from pressure of sahukars, etc., accompanied by statements, which facts show to be greatly exaggerated of the impossibility of raising money without deeds of sale.

Pimpri.—Ninety-two khatadars, of whom 26 with 7 others are present.

Sales and mortgages.

Five sales among those present; of these 3 were before the Act; of the other 2, one was by order of the Civil Court 10 years ago The fifth was 4 or 5 years ago for R130 in liquidation of old debts to another sahukar. Has other land—mortgaged and free. Two pieces of land mortgaged *since* the sale. He says he only sold the land because the sahukars promised to return it. Borrowed R25 on account to pay last instalment of revenue. He cultivates the sold land, paying R25 besides the assessment R16-8.

Ten mortgages—All of them of over 10 years' standing, except 4, which are recent, *i.e.*, 3 years old.

Rahimatpur.—Four hundred and eighty khatadars, of whom 21 with 24 others are present.

Five sales—No. 1—Ten or fifteen years ago. Some before the Act and some after. Has sold three times, the last time being 10 or 12 years ago. Has free land. Also owes R50 on account. No. 2—Five or six years ago for 10 years, but sahukars will not give it back. Has also some land mortgaged 10 or 20 years ago and some 10 or 12 years ago. Has also some free land. Owes R200 or R400 on account. No. 3—Seven, eight or ten years ago to liquidate debt to another man. No. 4—Seven or eight years ago R450. Oral agreement to return, but buyer repudiates. To liquidate other debts. Has other land free. No other debts. No. 5—Five or seven years ago for R80 + 150. To pay other sahukars. No other land. Owes R400 or 500 on account. None of it borrowed lately.

Eight mortgages—Four of them of above 10 years' standing.

Ambheri.—Seventy-two khatadars, of whom 19 with 9 others present.

No sales. Eight present have mortgaged All except one are of recent date. The rest owe either nothing or on bond or account. Seven owe nothing or only a few rupees on account.

Sap.—One hundred and thirty khatadars, of whom 35 are present.

Five sales.—No. 1—Four years ago, R150. To sink a well in other land. Mortgaged some other land *this* year for R500 to liquidate old debts to mortgagee and others. Has other land free. Owes nothing on account. Gives no reason for selling. No. 2—Two or four years ago, R400, to pay debt as security. Has other land free. Owes R200 on account which is increasing by interest. Has not borrowed lately. No. 3—Four years ago, R80 to buy bullocks. Has offered to repay the money, but sahukar will not keep the promise he gave. Has other land free. No other debt. No. 4—Five or seven years ago, sold by auction. Mortgaged other land for a term of 10 years, one only of which remains, for R150, to sink a well in same land. Owes R50 on account.

No. 5—Two or three years ago R300. Has other land free. Owes R200 or R300 on account, borrowed within the last two or three years. No. 6—Twelve years ago by auction. Other land free. Owes R5 or R10 on account.

Seven mortgages—One of fifteen or sixteen years' standing, in which instalments for redemption have been fixed. The rest are comparatively recent.

Nhavi Budrukh.—One hundred and twenty-six khatadars, of whom 24 are present.

One sale, four or five years ago, R200 or R300, to liquidate old debts. Three fields are mortgaged—eight and ten years ago. A little land free. R100 borrowed on account within the last year.

Four mortgages, three before the Act and all of over ten years' standing.

Five men picked out at random owe—

Nothing.
R50 on account.
R5 or 10.
Nothing.
R80.

Kiroli.—One hundred and one khatadars, of whom 35 and 37 others are present.

Of thirteen sales one was before the Act. Of the remaining twelve three are of within the last five years and nine are of above five years. Nearly all are in liquidation of old debts and nearly all are sold to cultivators.

No. 1—Six years ago, R225. Other land free. Borrowed R100 on account two years ago. An alleged oral promise to return the land on repayment. No. 2—Nine or ten years ago, R600. Has other land free and mortgaged. R100 or R200 borrowed on account in the last four years.

No. 3—Ten or twelve years ago, R200. No other land. Cultivates as a tenant. No other debts. No. 4—Ten or twelve years ago, R400 or

₹500. No other land. Borrowed ₹40 on account this year. No. 5—Ten or fifteen years ago, ₹250 Has other land free. No other debts. No. 6—Four or five years ago, ₹150. Lives partly on labour. Has a small piece of land mortgaged to the buyer, who cultivates himself. Borrowed ₹20 on account within the last two years. No. 7—Seven, eight or ten years ago, ₹400. ¼ bigha free. No other debts. No. 8—Seven years ago, ₹250. ₹40 on mortgage and three bighas free. No other debts. No. 9.—Four years and six years ago, ₹150 and ₹400. Also one field mortgaged without possession for ₹250. Some land free. Owes ₹200 or ₹300 on account, borrowed in time of famine and has been accumulating by interest. No. 10—Four years ago, ₹200. To pay father's debts to another sahukar. Has other land mortgaged and a little free. Owes nothing on account or bond. No. 11—Five or six years ago, ₹400. To free some mortgaged land, also for maintenance, bullocks and assessment. Has some land free. Owes ₹200 on account of which ₹60 borrowed this year. No. 12—Eight years ago, ₹500. To pay old debts to same and other sahukars, also another piece for ₹875, five or six years ago. For same purpose. Has other land free. Owes ₹80 on account borrowed two or four years ago. No. 13—Ten years ago, ₹200. To pay old debts to same sahukar. Has other land free. No other debts.

Twenty-three mortgages—12 of each kind. Neither kind seems to be gaining in favour; each varies from 10 or 15 to two years.

Targaon—Two hundred and eight khatadars, 56 and 47 others are present.

Eighteen sales, of which 11 were before passing of Act, and 1 was an auction sale. Of the remaining 6 only 1 is of within five years' standing. The six are as follows:—

No. 1—Eight years ago by the uncle unjustly. Does not know particulars.

No. 2—Seven or eight years ago for ₹300, for maintenance, buying buffaloes and sinking a well. Borrowed ₹100 or ₹200 on a bond four years ago. Owes nothing on account.

No. 3—Five or six years ago, ₹225, to pay old debts to same sahukar. Has other land free. Owes ₹40 on account, borrowed by his father.

No. 4—Seven or eight years ago, ₹160, to pay father's debts to another sahukar and for maintenance. Has other land free. Borrowed ₹50 on a bond five or six months ago. Nothing on account.

No. 5—Ten years ago for ₹900 by uncle fraudulently. Borrowed ₹150 on mortgage one year ago. Owes nothing on account. Has got some free land.

No. 6—Six months ago, ₹300. Also mortgaged ¾ bigha for ₹70 this year. 1½ bigha free. Owes ₹25 on account running during the last one or two years.

Mortgages—About 35, nearly all recent, one-fifth without possession and four-fifths with possession.

Surli.—Ninety-five khatadars, of whom 30 and 22 others present.

Five sales, of which 1 was antecedent to the Act. Of the remaining 4, only 1 was effected within the last five years. The 4 are as follows:—No. 1—Five years ago, ₹240, to pay debts owing to another and for marriage. The sahukar is to cultivate it for five years, after which it is to lapse to him entirely if repayment not made. Has other land free. Owes ₹35 on account, raised last year for marriage. No. 2—One year ago, ₹125. For son's marriage. No other land. Borrowed ₹10 on account for last revenue instalment.

No. 3—Seven years ago, ₹150, for debts to other sahukars. Mortgage on other land redeemed by 12 instalments of ₹50, seven of which have been paid. No entirely free land. A running account which at present amounts to ₹50 or ₹60. No. 4—Eight years ago, ₹100. For sinking a well in another field. All other land is free. Owes ₹30 on account.

Three mortgages.—All recent.

Takla.—Forty-four khatadars, of whom 9 with 9 others present.

No sales.

Four mortgages, all recent, of both kinds.

Borgaon.—Hundred and six khatadars, of whom 18 with 1 other present.

Two sales.—No. 1—Five or six years ago for ₹700. For old debts to other sahukars. Owes ₹1,400 on 3 bighas garden land which originally was ₹300, but has mounted up. Has 10 other bighas free. No. 2—Twelve years ago, ₹900. Has 18 bighas free. Has ₹40 on running account.

Four mortgages.—All recent. Of both kinds.

Kanerkhed.—Fifty-seven khatadars, of whom 26 with 35 others present.

Six sales, of which 4 were before the Act and 1 by auction for Government assessment. All are still able to borrow on account. The single sale since the Act was 10 or 12 years ago for ₹1,000. To pay old debts to other sahukars and to same man. Has other land free. Owes ₹1 or ₹200 on account. Borrowed some on account last year to pay assessment.

Ten mortgages.—All recent except one, and all with possession.

Jaygaon.—Seventy-five khatadars, of whom 40 with 12 others present.

No sales.

Fourteen mortgages.—Only one effected before the Act. All but two with possession.

Apsinga.—One hundred and three khatadars, of whom 37 with 8 others present.

Six sales, of which 3 were by Civil Court auction. The other3 were as follows—No. 1—Seven or eight years ago, R100 for old debts to another sahukar. Other land free. Owes R100 on account, borrowed two or three years ago. No. 2—Ten years ago, R100. To pay old debts to another sahukar. Owes R700 or R800 on mortgage. Has other free land. Borrowed last year R200 or R300 on account. No. 3—Two months ago, R40 for sinking a well in other land. Other land mortgaged for R500. No free land. No debts on account.

Sixteen mortgages.—All recent, of both kinds.

Arvi.—Hundred and eighty-seven khatadars, of whom 90 with 13 others present.

Ten sales, of which 4 were before the Act and 1 was by Court auction. The other 5 are as follows: No. 1—Two or three years ago, R150, for debts to others. Has some free land. Oral promise to return. Owes nothing on account. No. 2—Six years ago, R500 for debts to other sahukars. The seller is a Wania. No. 3—Seven or eight years ago, R300. Debt to other sahukars. Promise to return after 8 years. One bigha free. R100 on account but not recent. No. 4—Three years ago, R325, to pay other sahukars. No free land. No other debt. No. 5—Last year, R800, to pay other sahukars. Some other land free. No debts.

Eighteen mortgages, six before the Act, the rest recent. Of both kinds.

Nagjhari—One hundred and thirty-seven khatadars, of whom 10 with 5 others present.

No sales.

Nine mortgages, of which six were before the Act; all with possession.

Thirteen men on being asked owe as follows:—

R5 or 10 on account.
Nothing.
Nothing.
R1,000 on mortgage and R100 or 150 on account.
Mortgage and R50 on account.
R100 or 150 on account within the last three years.
R100 or 20 on account.
R100 on account.
R100 „ „
R100 „ „
R100 „ „
R200 or 300 on account.
R1,000 on mortgage and R 200 on account.

Sâsurva.—Seventy-two khatadars, of whom 25 with 5 others present.

Three sales, of which two were previous to the Act; the remaining one was this year for R650, to pay debts to others. A mortgage for R50 on other land. Other land free. R5 or 10 on account.

Six mortgages, all of them previous to the Act.

Velu.—Seventy-nine khatadars, of whom 22 with 24 others present.

Two sales, No. 1—Two years ago, R600. Redeemed one-half of mortgaged land by sale of other half. Has land free assessed at R5. Owes R5 or R10 on account. No. 2—Four or five years ago, R200. To pay debts to another sahukar. Has other land free. Owes about R50 on account.

Fifteen mortgages, all since the Act except three. Of both kinds, but most of them with possession. Nine of them to pay old debts to other sahukars; one for marriage of son; one for maintenance; one for Government assessment; one to defray legal expenses; and two unknown.

Thirteen men asked at random had all borrowed small sums from R10 to R100 on account last year.

Nigdi.—Sixty-six khatadars, of whom 23 with 17 others present.

Two sales, one previous to Act; one two years ago. Has other land free. Owes R60 on mortgage and R5 or R10 on account.

Ten mortgages, of which seven are previous to the Act. Of both kinds.

Dhanmer.—One hundred and twenty khatadars, of whom 16 with 30 others present.

Three sales, two being by Civil Court auction; the third was four years ago, R75. To pay old debts to another sahukar. Last year mortgaged one bigha and have four bighas still free. Have borrowed on account within the last year or two. Owe R200 on account.

Dughi.—Thirty-eight khatadars, of whom 26 with 16 others are present.

No sales, six mortgages, all since the Act except one.

Seven of those present are out of debt altogether. Of these four lend money.

There is nothing in this group to show a preference for one kind of mortgage or another.

Rate of interest.

The Rahimatpur conciliator (himself a sahukar) says: "When the Sub-Judge examines the accounts he cuts down the interest and thus it is useless to agree as to the rate. More than 2 per cent. per month is never charged in this district. This is often cut down and sometimes less than 12 annas is allowed." He also says "the market rate of interest has decreased of late. I attribute it to the fact that cultivators borrow among themselves and are not required to go to sahukars." (This witness appears specially intelligent and reliable.)

Interest actually charged on mortgages, etc.—

1¼ pice per rupee per month . . . Surli
R18 per cent. per annum . . . } Arwi
R12 „ „ . . . }
R40 on R325 „ . . . }

Dughi people say: "Interest is a little less than before because accounts are examined"

General credit

The conciliator of *Rahimatpur*, who is also a sahukar and Vice-President of the Municipality, an exceptionally good witness, says: "The Act has done the cultivators a great deal of good. They are not under the thumb of the sahukars as before, owing to the fixing of instalments."

The people of *Rahimatpur*, *Ambheri*, *Sap*, *Nhawi Budrukh*, *Surli*, *Takla*, say that debt has increased, but it is not clear whether it has increased of late owing to the bad season, or of recent years owing to the Act. The *Surli* people explain that "interest has accumulated on old debts, and therefore they have increased during the last five years." *Pimpri* people, on the other hand, say: "We can maintain ourselves now after paying the assessment. Cultivators are therefore better off. We are not more in debt. Debt is not increasing." *Keroli*.—"Old debts have been compromised and none incurred since, so the load is less, but that is bad because we cannot live." *Borgaon*.—"We can maintain ourselves now. We have got back our mortgaged lands from the sahukar." *Apsinghji*.—"We have got back our lands. We are free from pressure of sahukars now."

The *Nagghari* people go so far as to say they cannot raise money at all whatever their credit, except on their land. But on enquiry 11 out of the 13 present are found to have accounts running with their sahukar.

Expenditure on marriages

Pimpri people say the cost is R175 to R200, and is more than formerly on account of dearness of provision, etc.

In *Kiroli* out of 101 landholders 8 or 9 married sons last year.

In *Targaon* out of 103 landholders 4 married sons, last year; one had to borrow.

In *Surli* out of 52 landholders 6 married sons last year; all except one borrowed.

In *Kanerkhed* out of 61 landholders 5 married sons last year; nearly all the cost defrayed by earnings in Bombay.

In *Jaigaon* out of 52 landholders 4 married sons last year, 2 from savings and 2 from borrowing

In *Arvi* out of 100 landholders 5 married sons last year; all borrowed.

Payment of Government assessment

Ambheri people have all paid this month (the kharif instalment in January). Some sold corn, some bullocks, and some have borrowed in order to do so. So in *Targaon* all have paid. Of five men asked at random, all have borrowed on account in order to do so. Of five men in *Kanerkhed* asked at random, the following account is given.—

(1) By sale of ground-nuts.
(2) Borrowed on crop of ground-nuts.
(3) By labour. Had no crops to spare.
(4) From pension as retired sepoy.
(5) By sale of part of crop of ground-nuts.

Similarly of 7 men in *Jaigaon*—

(1) By sale of ground-nuts.
(2) Borrowed from another cultivator on crop.
(3) Sale of bajri.
(4) Borrowed from another cultivator on account.
(5) Borrowed from another cultivator on account.
(6) From wages of a son in service to a tailor.
(7) By sale of ground-nuts.

Similarly of two men in *Nagghari*—

(1) From earnings in Bombay.
(2) From earnings in Bombay.

Lending by cultivating classes.

Of four regular sahukars of *Pimpri* who appear, one is a cultivator. In *Rahimatpur* out of six sales, four are to other cultivators and one is doubtful. In *Sap*, the two or three sahukars in the village are all Kunbis. Of six sales all are to other cultivators. In *Nhawi Budrukh* there are no professional sahukars resident, but the cultivators lend. So in *Keroli*. Of thirteen sales, eleven are to other cultivators. In *Targaon*, of the six sales since the Act, five are to other cultivators. In *Takla* there are no sales, but four mortgages, in all of which the mortgagees are other cultivators. In *Borgaon* of the two sales both are to other cultivators. In *Kanerkhed* of the six sales all are to other cultivators. Of ten mortgages one is to a professional sahukar, one to a carpenter, and all the rest to other cultivators. In *Jaigaon* no professional sahukars reside, but cultivators lend. There are no sales, but of fourteen mortgages all, except one, are to other cultivators. In *Apsinghji* of six sales one is to a sahukar, three to other cultivators, and two not mentioned. Of sixteen mortgages ten are to other cultivators and six to professional sahukars. In *Nagghari* of eight mortgages six are to other cultivators. In *Arwi* of eighteen mortgages seven are to other cultivators. In *Sasurwe* of three sales and six mortgages all are to other cultivators. In *Velu* of two sales and fifteen mortgages, all are to other cultivators. It appears in this village that the money lending has long been done by the local Kunbis. In *Nigdi* of two sales one is to another cultivator

and the other is doubtful. Of ten mortgages eight are to other cultivators. In *Dhamner* all the sahukars' work is done by cultivators, of whom there are about twenty who lend Of two sales and two mortgages, all are to a cultivator. In *Dhughi* the two resident sahukars are Mahratta cultivators. There are no sales, but of six mortgages all are to other cultivators. Out of seven cultivators present who are out of debt, four lend money.

Registration.

Pimpri people say: "It causes much delay and difficulty. The "Registrar should not be "abolished, but we should like to have him in "the village." Conciliator of *Rahimatpur* says: "It is a great bother and expense, and so sahu- "kars don't care to lend small sums to "cultivators when they are in necessity. *Ra- "himatpur* people say. "The only point on "which we have to complain is registration "It should be done as of old, *i.e.*, only docu- "ments above R100 should be registered. There "is no danger of fraud in small documents "Registration prevents fraud." *Ambheri*— "We should be able to transact as before the "Act. There was formerly no fraud." *Nhawi "Budrukh*—"The Registrar tells us to come in "2 or 3 days." *Surli*—"Registration is bad. "If R100 is borrowed, the expense come to R25 "or R10. We don't understand what pro- "tection it gives. Sahukar never commits fraud." "*Kanerkhed*—"Now we have to go to a dis- "tance to register. Formerly too (before the "Act) there was hardship." *Jaigaon*—"Our Registrar lives 2 kos off. It is difficult to get a writer and witnesses and identifiers, but we wish the law retained as it is." The *Targaon* Registrar says. "He very seldom has to put people off."

REDEMPTIONS.

Sum of original mortgage.	Period elapsed	By whom settled	Sum allowed.	How to be paid
		Pimpri.		
R			R	
167	Many years .	Court	167	In lump. Paid from earnings of a brother in Bombay and sale of bullocks.
50	20 years .	Do.	60	In instalments yearly of R10
200	10 „ .	Do.	200	In lump
		Sáp.		
R			R	
200	15 years .	Conciliator . . .	200	R25 yearly instalments for 8 years.
800	5 or 7 years .	Do. . .	800	R400 to be paid after 4 years and another R400 after 4 years more.
		Nhawi Budrukh.		
R			R	
100	10 years .	Court	60	In lump.
		Kivoli.		
R				
600	7 or 8 years.	Village panch . .	R300 for half the land .	In lump.
30	30 years .	Court	...	Land given without payment.
100	12 or 13 years	Still pending in Court .	...	
50	30 years .	Court	R50	In lump.
		Targaon.		
R				
60	5 or 7 years.	Private arrangement .	R50	Instalments of R10.
500	40 years .	Court, but probably by private compromise.	Half the land to go to sanukar and half to the mortgagee;	
5 or 600	...	Private arrangement .	Sahukar to take the land for 13 years.	
200	12 or 13 years	Court	R20	In lump.
275	A long time .	Do.	R190	Do.
20	10 or 12 years	Do.	...	Land given without payment.
		Surli.		
R			R	
200	3 years .	Private arrangement .	400	In lump
800	15 „ .	Court	600	Yearly instalments of R50.
70	4 or 5 years.	Private arrangement .	6	In lump.

REDEMPTION—*continued.*

Sum of original mortgage.	Period elapsed.	By whom settled.	Sum allowed.	How to be paid.
		Kaner Khed.		
₹ 350	15 or 20 years	Private arrangement .	Half land given to sahukar for 13 years and other half to mortgagor.	
		Arwi.		
₹ 500	...	Private arrangement .	₹500	In lump.
200	7 or 8 years.	Conciliator . . .	Land given to mortgagee for 15 years.	
		Sasurwa.		
₹ 500	20 years .	Court. Probably by compromise.	1 bigha given to sahukar for 5 years and 3 bighas for 3 years.	
450	30 „ .	Court	₹400	In lump.
80	30 „ .	Do.	...	Land given without payment.
		Velu.		
₹ 12 (?)	12 or 14 years	Court	₹ 12	In lump.
250	5 or 7 years.	Conciliator . . .	500	Instalments of ₹40.
200	15 or 16 years	Private arrangement .	100	In lump.
500	10 or 12 years	Court . . .	400	Instalments of ₹25 per annum with interest at 9 per cent.
		Nigdi—		
₹ 200	...	Conciliator	450	Instalments of ₹20 per annum.
60	...	Ditto	120	Instalments of ₹30.
200	...	Ditto	400	Instalments of ₹40 per annum.
500	...	Ditto	900	Instalments of ₹50 per annum.

"Redemption suits are limited to cases where the creditor is a cultivator" (*Rahimatpur* sahukar). "Lands sold before the Act are with the saukars yet (*Jaigaon* people.").

Conciliation.

Conciliator of *Rahimatpur* says: "I had 250 cases last year in which there were 30 agreements. "I do not enquire into bonds that do not on the "face of them represent old debts unless I see "reason to, and then I question the parties but "have to accept their answers. I refuse to file "unjust agreements. I have so refused 5 or 10 "in a year. Both parties appeared with agree- "ment ready-made in 2 or 3 cases out of the 30. "Many certificates are not used. I cannot ac- "count for this. Many do not sue for want of "means. A few compromises are made after- "wards."

Sahukars.

Is their number or capital decreased?

Pimpri sahukar.—"Gradually we are ceasing to lend money. We continue in hope of getting something for maintenance." Three or four sahukars have ₹1,900 out at loan between them. All is their own, One only of the four occasionally borrows R25, one of the four has ₹1,000 out on loan and another Rs.1,000 employed in trade.

Rahimatpur sahukar—"I lend much less than I did before, because there are no means of recovering debts and I cannot recover much I have already lent. I have ₹5,000 worth of Court's decrees of within the last four or five years which I cannot recover. If people knew that if they did not pay they would lose their land and property, they would try to pay off." The "same effect is not produced by the possible attachment of property, because the crop is often already sold before attachment."

Other sahukars of same village—"After all the cultivators are not in fear of jail. False sales of crops are made, that they may not go into the hands of the sahukars. There is no way to recover debts. We are afraid to advance money. Jewa Dalaji left this village and went home seven or eight years ago. Had been 22 years here. Could not recover loans, and his own sahukars pressed him. Nagaji Wadaji went a year ago. Had been here 10 or 12 years. Could not recover his debts and closed his shop. Korna Withaji left five or six years ago. Had been here 20 years, but closed his shop. Hindu Galwad left a few months ago after being 20 years here. Has left a brother who keeps a small shop, but lends no money. Generally the cultivators are sahukars now."

Pimpri Sahukar—'If we borrow ₹100 from other sahukars and lend to cultivators, we don't get proper interest. I have had three or four cases of instalment before the Conciliator and before the Court. I agreed before the former because I did not expect to get more in Court. Some of the instalments have been paid, some not. I have taken no steps to execute."

Instalments.

Sub-Judge of *Rahimatpur* says—"I give the same rate of interest on a capital sum, whether instalments are spread over 10 years or 3 years. I consider that after having allowed *dam-dupat* I am precluded from allowing interest on instalments."

Rahimatpur Conciliator.—"Attachment of crops cannot be done in time. A man has to be appointed to guard the crops, and in this village the area under each crop is not enough to make the expense worth while."

Attachment of standing crop.

Rahimatpur Munsif.—"Only four or five out of the ninety-two cases tried by me last year were against cultivators. I execute my own decree through the patel. I never had to sell any one up. Very few applications for execution. Very few disputed cases. I think most would have gone to Court had there been no Munsif.

Village Munsif.

Government of India Central Printing Office.—No 1319 H D.—25-6-92—500.

APPENDIX II.

List of the Witnesses examined by the Commission.

No.	Names.	Designation.
	A.—District Judges.	
1	Dr. A. D. Pollen, C.S.	District Judge, Poona.
2	Mr. T. Hart-Davies, C.S. . . .	Ditto, Ahmednagar.
3	Mr. H. F. Aston, C.S.	Ditto, Ratnagiri.
	B.—Assistant Judge.	
4	Mr. R. S. Tipnis, C.S.	Assistant Judge, Thana.
	C.—Special Judge and Special Subordinate Judges under the Relief Act.	
5	Rao Bahadur M. G. Ranade, M.A., LL.B., C.I.E.	Special Judge under the Deccan Agriculturists Relief Act.
6	Rao Bahadur C. N. Bhat, B.A., LL.B.	Special Subordinate Judge under the Deccan Agriculturists Relief Act.
7	Rao Bahadur N. G. Phadke . . .	Special Subordinate Judge under the Deccan Agriculturists Relief Act.
8	Rao Bahadur V. M. Bhide . . .	Pensioned Special Subordinate Judge under the Deccan Agriculturists Relief Act.
	D.—Subordinate Judges.	
9	Rao Bahadur G. A. Mankar, M.A., LL.B.	First Class Subordinate Judge, Ahmednagar.
10	Rao Bahadur Jaya Satya Bodharao Tirmalrao Inamdar.	Ditto ditto, Satara.
11	Khan Bahadur Naoroji Dorabji Khanlâlâwâlâ, B.A., LL.B.	Small Cause Court Judge, Poona.
12	Rao Bahadur R. D. Paranjape . .	1st Class Subordinate Judge, Ahmednagar.
13	Rao Sahib Prabhâkar Vithal Gupte .	2nd Class ditto, Thana District.
14	Rao Sahib Waman Mahadeo Bodas .	Ditto ditto, Poona ditto.
15	Rao Sahib Anant Gopal Bhave . .	Ditto ditto, Satara ditto.
16	Rao Sahib Ram Chandra G. Bakhle .	Ditto ditto, Poona ditto.
17	Rao Sahib Abaji Vithal Purohit . .	Ditto ditto, Ahmednagar District
18	Rao Sahib Shridhar Balkrishna Upasani, B.A., LL.B	3rd Class ditto, ditto ditto.
19	Rao Sahib Manohar Vishna Kâthawate, B.A., LL.B.	Ditto ditto, ditto ditto.
	E.—Deputy Collectors.	
20	Rao Bahadur Narayan Ganesh Deshpande	District Deputy Collector, Bijapur.
21	Rao Bahadur Venkatesh Bapuji Wadekar	Ditto ditto, Ahmednagar.
	Rao Bahadur R. S. Gupte . . .	Pensioned ditto.
	F.—Mamlatdars, etc.	
22	Rao Sahib Pralhad Krishna Shahane .	Mamlatdar, 1st grade, Tasgao, Satara District.
23	Rao Sahib B. S. Naik, B.A. . .	Ditto, ditto, Mâdhâ, Sholapur ditto.
24	Rao Sahib G. P. Thakar, B.A. . .	Ditto, ditto, Pandharpur District.
25	Rao Sahib Sakharam C. Joshi . .	Ditto, 2nd grade, Poona City, Poona District.
26	Rao Sahib L. M. Deshpande, B.A. .	Ditto, ditto, Sangamner, Ahmednagar District.
27	Rao Sahib Ram Chandra Babaji Nachne .	Ditto, 3rd grade, Karad, Satara District.
28	Rao Sahib R. N. Joglekar, B.A. . .	Ditto, ditto, Barsi, Sholapur ditto.
29	Rao Sahib Krishnaji Trimbak Bapat .	Retired Mamlatdar.
30	Rao Sahib G. S. Mahajani . . .	Ditto ditto.
31	Mr. Balwant Bhaskar Khândekar . .	Chitnis to the Collector of Satara.
	G.—Non-officials.	
32	Sirdar B. R. Natu	
33	Mr. Mahadeo Ballal Namjoshi . .	
34	Mr. Govind Mahadeo Gadre . . .	Pleader on behalf of the Poona Sârvajanik Sabhâ.
35	Mr. R. K. Limaye	Ditto ditto Poona Arbitration Court.
36	Khan Bahadur Hassain Ali Effendi .	President, Central National Muhammadan Association.

APPENDIX III.

A

Statement showing the cultivated and uncultivated Areas in the four Districts.

Year.	Area for which statistics are available.	Cultivated.			Uncultivated.			Forest.
		Actually cropped.	Current fallows.	Total.	Available for cultivation.	Not available for cultivation.	Total.	
				POONA.				
1879-80 . .	...	...	...	Information not available.		...	...	...
1880-81 . .								
1881-82 . .								
1882-83 . .								
1883-84 . .								
1884-85 . .	3,320,599	2,050,032	333,599	2,383,631	67,213	516,935	584,148	352,820
1885-86 . .	3,320,644	2,039,735	359,475	2,399,210	59,261	502,948	562,209	359,225
1886-87 . .	3,336,734	2,083,434	332,597	2,416,031	77,486	481,650	559,136	361,567
1887-88 . .	3,337,149	2,077,709	345,771	2,423,480	46,126	486,470	532,596	381,073
1888-89 . .	3,337,129	2,050,136	375,017	2,425,153	43,187	485,568	528,755	383,221
1889-90 . .	3,322,154	2,058,212	382,293	2,440,505	34,736	452,517	487,253	394,396
1890-91 . .	3,330,054	2,091,172	350,241	2,441,413	35,501	418,664	454,165	434,476
				SATARA.				
1879-80 . .	...	...	...	Information not available.		...	...	...
1880-81 . .								
1881-82 . .								
1882-83 . .								
1883-84 . .								
1884-85 . .	3,078,017	1,825,505	434,371	2,259,876	38,366	424,964	463,330	354,810
1885-86 . .	2,943,246	1,768,316	400,361	2,168,677	53,862	295,553	349,415	425,154
1886-87 . .	2,949,275	1,779,778	395,838	2,175,656	46,427	291,698	338,125	435,494
1887-88 . .	2,948,633	1,770,918	402,513	2,173,431	46,075	293,059	339,134	436,068
1888-89 . .	2,948,999	1,771,919	405,120	2,177,039	47,068	288,873	335,941	436,019
1889-90 . .	2,955,217	1,781,166	401,119	2,182,285	48,380	290,514	338,894	434,038
1890-91 . .	2,969,740	1,798,944	392,418	2,191,362	40,405	301,522	341,927	436,451

Statement showing the cultivated and uncultivated Areas in the four Districts—continued.

Year	Area for which statistics are available	Cultivated.			Uncultivated.			Forest.
		Actually cropped.	Current fallows.	Total.	Available for cultivation.	Not available for cultivation.	Total.	
				AHMEDNAGAR.				
1879-80 .								
1880-81 . .								
1881-82 . .	...	.		Information not available.				...
1882-83 . .								
1883-84 . .								
1884-85 . .	4,278,125	2,571,900	432,127	3,004,027	180,284	580,205	760,489	513,609
1885-86 . .	4,145,239	2,593,556	415,880	3,009,436	202,056	424,074	626,130	509,673
1886-87 . .	4,129,737	2,624,887	387,775	3,012,662	166,061	432,357	598,418	518,657
1887-88 . .	4,121,335	2,600,629	421,411	3,022,040	125,400	454,497	579,897	519,398
1888-89 . .	4,118,092	2,580,459	475,267	3,055,726	94,986	431,495	526,481	535,885
1889-90 . .	4,113,847	2,722,922	343,687	3,066,609	86,295	423,689	509,984	537,254
1890-91 . .	4,112,644	2,744,114	328,194	3,072,308	129,692	371,225	500,917	539,419
				SHOLAPUR.				
1879-80 . .								
1880-81 . .								
1881-82 . .	..	...	..	Information not available.		..	...	
1882-83 . .								
1883-84 . .								
1884-85 . .	2,822,115	1,982,368	357,454	2,339,822	149,725	260,457	410,182	72,111
1885-86 . .	2,822,115	2,046,841	318,152	2,364,993	134,422	246,156	380,578	76,544
1886-87 . .	2,822,115	2,042,742	316,205	2,358,947	78,997	237,755	316,752	146,416
1887-88 . .	2,901,684	2,086,122	352,895	2,439,017	42,030	247,540	289,570	173,097
1888-89 . .	2,906,290	2,112,038	341,218	2,453,256	29,738	248,528	278,266	174,768
1889-90 . .	2,907,065	2,133,891	321,166	2,455,057	32,059	242,465	274,524	177,484
1890-91 . .	2,907,053	2,157,681	299,015	2,456,696	24,319	248,433	272,752	177,605

Statement showing the areas under Irrigation.

Year.	Poona.				Satara.				Ahmednagar.				Sholapur.			
	Net area cropped.	Area irrigated from canals.	Area irrigated from other sources.	Total area irrigated.	Net area cropped.	Area irrigated from canals.	Area irrigated from other sources.	Total area irrigated.	Net area cropped.	Area irrigated from canals.	Area irrigated from other sources.	Total area irrigated.	Net area cropped.	Area irrigated from canals.	Area irrigated from other sources.	Total area irrigated.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1879-80																
1880-81																
1881-82																
1882-83	...	...	...	...	...	...	...	Information not available.		...	...	...	...	...		
1883-84																
1884-85																
1885-86	2,039,735	14,095	77,676	91,771	1,768,316	5,938	87,267	93,205	2,593,556	3,472	92,959	96,431	2,046,841	3,051	76,485	79,536
1886-87	2,083,443	14,926	64,171	79,097	1,779,778	4,991	90,256	95,247	2,624,887	2,015	64,012	66,027	2,042,742	3,855	73,961	77,816
1887-88	2,077,709	15,600	78,560	94,160	1,770,918	5,092	93,709	98,801	2,600,629	2,567	70,256	72,823	2,086,122	5,986	75,865	81,851
1888-89	2,050,136	29,252	64,977	94,229	1,771,919	7,114	95,079	102,193	2,580,459	8,735	84,002	92,737	2,112,038	9,163	74,962	84,125
1889-90	2,058,212	33,541	72,359	105,900	1,781,166	7,703	96,901	104,604	2,722,922	4,991	83,518	88,509	2,133,891	9,106	78,280	87,386
1890-91	2,091,172	29,411	77,806	107,217	1,798,944	7,487	97,262	104,749	2,744,114	5,092	78,411	83,503	2,157,681	9,154	70,487	89,641

C

Statement showing the returns of agricultural stock.

Year.	Cattle and other quadrupeds.									Ploughs.		Carts.	
	Bullocks.	Cows.	Buffaloes.		Horses.	Mares.	Foals.	Asses.	Sheep and goats.	With two bullocks.	With four bullocks.	Riding carts.	Carts used in carrying loads.
			Female.	Male.									
						POONA.							
1875-76	233,759	160,097	45,765	12,107	5,242	5,173	2,375	6,335	288,154	25,386	27,935	2,073	19,784
1876-77	205,123	158,988	50,148	12,435	5,589	5,270	2,476	7,137	273,584	74,637	28,226	2,386	18,560
1877-78	189,741	117,684	39,338	9,817	4,706	3,417	1,429	5,584	233,266	24,495	21,732	2,371	17,618
1878-79	202,403	112,444	39,509	9,716	4,620	3,452	1,236	6,021	236,370	24,166	21,966	2,396	17,370
1879-80	202,323	115,024	37,586	10,184	4,650	3,633	1,638	6,106	245,491	25,314	21,940	2,460	15,407
1880-81	210,087	121,918	36,634	10,796	4,228	3,803	1,987	5,230	261,847	26,124	22,950	2,507	15,859
1881-82	213,795	130,371	40,242	11,714	4,166	3,876	2,177	6,770	242,646	27,609	25,423	2,331	16,531
1882-83	227,619	144,949	40,646	12,084	4,757	4,415	1,991	6,745	289,688	26,722	25,908	2,723	18,321
1883-84	238,612	155,117	43,041	12,500	5,148	4,813	2,133	7,372	316,921	25,545	26,044	3,393	19,047
1884-85	258,085	163,158	44,934	12,321	4,908	5,192	2,582	6,759	333,254	27,833	27,410	3,155	19,193
1885-86	264,944	165,250	47,398	18,987	5,118	5,332	1,994	6,501	327,379	28,050	28,634	3,151	19,644
1886-87	278,198	234,824	62,158	10,876		12,899		4,636	341,207	27,225	29,277	2,083	22,021
1887-88	278,336	249,382	71,600	10,523		14,129		4,290	347,507	29,631	29,846	2,624	23,089
1888-89	272,192	248,474	74,857	10,108		14,022		3,971	339,003	28,365	30,125	2,696	30,201
1889-90		565,201				13,022		.....	331,425	57,021		25,218	
1890-91		562,677				13,179		.....	332,890	56,941		56,941	
						AHMEDNAGAR.							
1875-76	274,058	190,886	38,145	10,038	7,444	9,009	4,877	9,874	411,965	22,454	41,165	9,009	14,212
1876-77	304,600	218,191	43,874	12,450	7,770	9,818	4,872	9,877	462,050	23,204	41,651	9,720	15,333
1877-78	207,761	132,237	28,885	7,459	5,557	7,044	2,695	7,594	346,385	21,314	30,540	8,386	13,061
1878-79	221,501	126,243	27,178	6,463	5,873	7,484	2,411	7,100	388,438	21,092	34,251	8,518	13,746
1879-80	237,963	132,738	28,059	7,024	5,566	7,585	3,442	7,661	392,450	22,898	35,391	8,138	13,222
1880-81	242,284	153,232	29,857	9,349	5,546	7,788	4,558	7,048	415,897	17,670	41,120	8,475	13,327
1881-82	246,228	163,540	31,941	10,290	5,881	7,829	3,741	8,066	417,197	15,398	43,934	8,773	13,521
1882-83	278,980	197,484	35,575	12,263	6,738	8,466	3,968	8,790	524,706	24,396	39,291	10,016	15,256
1883-84	287,540	208,985	38,981	12,962	7,553	8,909	4,626	8,521	529,847	25,209	42,834	10,186	17,304

1884-85	299,129	220,309	39,485	13,701	7,414	9,370	4,599	7,615	509,507	23,202	48,096	11,043	16,472		
1885-86	287,694	211,485	38,315	12,564	7,738	9,179	4,049	7,658	441,930	26,697	43,072	11,572	16,147		
1886-87	295,698	285,790	46,329	8,787		22,911		5,549	460,163	26,157	43,069	11,382	17,302		
1887-88	306,478	341,253	57,477	8,667		25,211		5,219	449,540	27,274	46,125	11,927	17,759		
1888-89	292,540	329,304	52,837	8,283		23,653		4,687	431,251	27,687	43,137	12,042	17,958		
1889-90		681,388				27,941			438,467	.....	.....	30,074			
1890-91		697,302				29,077			496,117	.....	.....	30,597			
						SHOLAPUR.									
1875-76	210,669	120,238	39,501	11,574	3,629	4,834	2,995	4,932	342,081	2,445	10,172	747	9,271		
1876-77	212,401	121,129	39,880	12,198	5,021	4,821	2,300	4,869	366,069	2,640	10,181	864	9,466		
1877-78	116,058	42,889	19,168	5,000	1,879	2,419	772	2,507	195,449	2,662	5,999	946	7,075		
1878-79	128,953	43,105	21,109	5,558	2,476	2,794	963	2,740	242,451	2,367	6,296	1,699	7,689		
1879-80	127,525	44,327	21,999	5,932	2,012	2,862	1,298	2,552	247,236	2,205	6,949	836	7,476		
1880-81	137,371	53,865	25,954	8,256	2,293	3,138	1,663	2,637	299,988	2,677	6,980	821	7,427		
1881-82	146,840	67,086	28,022	10,820	2,906	4,381	1,920	3,858	336,503	3,478	9,714	885	8,367		
1882-83	192,472	101,442	36,963	18,779	3,375	4,622	2,229	3,785	424,474	3,458	10,607	817	10,738		
1883-84	237,040	103,218	42,199	20,300	3,765	4,752	2,641	4,191	420,616	3,237	7,679	644	11,257		
1884-85	201,254	120,856	50,466	20,354	3,855	4,872	2,308	4,015	372,239	3,593	7,909	951	11,245		
1885-86	197,827	122,413	41,296	19,511	3,941	4,909	1,983	3,953	326,257	6,273	15,722	902	10,998		
1886-87	196,153	176,748	55,881	16,446		12,111		3,442	348,966	2,095	6,159	706	11,597		
1887-88	196,477	120,604	60,810	15,665		12,388		2,832	354,514	3,006	11,807	9,046	3,459		
1888-89	193,407	195,953	55,802	14,297		12,085		2,991	331,237	3,323	14,038	657	12,299		
1889-90	200,184	226,787	61,541	14,428		12,041		3,366	357,169	4,046	12,814	503	11,997		
1890-91		522,660				12,636		.....	357,911	.....	.....	13,544			
						SATARA.									
1875-76	285,756	170,024	87,951	32,650	7,606	5,651	2,651	3,920	433,245	22,296	25,826	646	14,789		
1876-77	256,593	164,249	87,127	31,188	7,269	5,652	2,526	4,021	435,647	23,034	24,985	652	15,523		
1877-78	211,696	107,706	22,549	69,622	5,752	4,360	1,546	3,185	348,977	21,796	21,832	949	14,361		
1878-79	217,484	114,817	69,183	21,402	6,294	4,443	1,329	...	338,439	23,218	21,047	742	14,985		
1879-80	220,773	121,333	23,352	72,698	5,620	4,411	1,860	...	349,052	22,889	21,806	1,197	14,059		
1880-81	223,009	123,582	73,837	27,658	5,217	4,505	2,014	...	351,350	20,955	21,221	983	14,567		
1881-82	241,372	136,263	83,930	29,150	5,759	4,756	1,755	...	385,609	24,744	21,987	1,192	15,520		
1882-83	243,624	141,139	29,441	81,038	6,108	4,852	1,837	...	396,994	27,525	21,456	1,206	16,181		
1883-84	246,234	149,660	31,448	83,233	6,068	5,284	2,069	...	424,944	27,837	24,869	1,289	16,916		
1884-85	251,491	174,383	94,603	35,950	6,618	3,522	2,241	3,595	433,980	29,092	25,920	1,498	21,109		
1885-86	251,756	159,794	86,965	31,006	6,583	5,262	1,935	3,928	413,218	23,686	25,439	1,596	20,171		
1886-87	272,376	174,316	33,883	95,219	7,119	5,525	2,120	...	439,023	33,985	23,957	1,693	21,796		
1887-88	258,976	210,882	117,367	30,884	7,615	5,869	1,966	...	461,137	27,495	24,530	1,241	22,415		
1888-89	264,164	338,137	109,103	37,518	8,196	5,710	2,023	...	468,395	29,635	25,961	969	23,128		
1889-90	265,656	216,000	37,760	107,510	9,269	4,879	1,618	...	470,742	28,608	24,134	952	23,578		
1890-91	...	...	...	...	...	...	...	....	...	...	...	...	...		

* Includes young stock.

D

Principal money-lending and agricultural castes according to the Census of 1891.

Castes.	Poona.	Satara.	Ahmednagar.	Sholapur.
Marwari	6,733	425	2,588	1,281
Lingayat	1,434	1,642	2,444	14,251
Gujan	5,125	2,137	1,132	2,111
Wanya	5,638	20,176	4,633	26,683
Brahman	54,774	50,325	34,220	28,512
Mahratta	161,018	346,805	49,110	200,008
Kunbi	302,309	322,235	299,161	29,087
Mahars	88,110	104,292	81,609	63,559
Total urban population	217,728	110,720	130,002	128,313
„ rural „	850,072	1,115,269	758,753	622,376

E

Principal money-lending and agricultural occupations according to the Census of 1891.

		Poona.	Satara.	Ahmednagar.	Sholapur.
Stock breeding and dealing	.....	18,879	15,232	14,951	10,463
Land occupants, not cultivating	Simple	3,546	7,469	7,198	5,976
	Combined	18,966	23,146	2,166	6,202
„ „ cultivating	Simple	402,497	594,190	384,490	231,547
	Combined	30,319	75,235	27,520	19,773
Lessees of villages	Simple	40	3	25	...
	Combined	41	...	...	...
Tenants, not cultivating	Simple	15	...	1	4
	Combined	...	...	...	...
Tenants and sharers, cultivating	Simple	78,047	83,390	22,018	58,953
	Combined	7,354	10,063	1,169	3,181
Farm servants	Simple	26,142	7,832	32,724	25,703
	Combined	...	...	...	...
Field labourers and crop watchers	Simple	45,492	51,649	94,054	97,125
	Combined	1,794	1,633	1,873	2,369
Total agriculturists	Simple	617,120	855,411	574,436	452,095
	Combined	...	...	...	...
Bankers and Bank Managers	.....	48	...	...	45
Money-lenders and pawn-brokers	.....	5,731	5,936	6,039	2,199
Cart-owners and drivers	.....	5,536	3,572	3,000	3,066
Pack bullock owners, drivers, etc.	.....	365	89	475	28

APPENDIX IV.

NOTE.—Statements XXXI and XXXII have been prepared from the Annual Reports of the Registration Department.

Statements XXXIV and XXXV have been furnished by the Special Judge.

The information contained in Statements XXXVI and XXXVII has been furnished by the District Judges.

Statements I to XXX and XXXIII have been compiled from the Annual Reports of the Special Judge. They have been made as complete and as intelligible as possible; but the information contained in the Reports is sometimes defective, and is not always in the form which the Commission would wish. Some of the figures given in the Reports appear to be wrong; and as the forms of the statistical tables appended to the Reports are not always uniform, it is possible that in compiling these statements some errors in points of minor importance may have crept in; but every effort has been made to secure accuracy.

I.

Number of Suits instituted during each year from 1871 to 1890.

NAME OF DISTRICT.	NUMBER OF INSTITUTIONS IN																			
	1871	1872	1873	1874	1875	1876	1877	1878	1879	1880	1881	1882	1883	1884	1885	1886	1887	1888	1889	1890
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Poona . . .	7,445	8,323	9,365	8,988	8,385	10,122	7,047	6,936	6,207	3,161	4,723	4,497	4,463	4,714	5,929	4,729	4,363	4,131	3,541	3,643
Satara . . .	12,561	12,689	14,309	11,625	11,580	10,665	8,058	7,772	7,739	2,712	4,501	5,106	5,954	6,144	6,261	4,677	4,135	4,200	3,533	3,530
Ahmednagar . .	11,489	13,377	13,788	12,545	11,728	10,544	8,052	8,150	7,344	3,469	4,337	4,755	4,909	5,518	5,995	6,191	5,634	4,882	4,879	5,414
Sholapur . . .	5,598	7,266	7,059	5,814	6,292	5,176	4,036	5,162	4,225	2,453	2,981	2,429	2,474	2,923	3,427	3,462	3,304	3,047	2,849	2,826
TOTAL .	37,093	41,655	44,521	38,972	37,985	36,507	27,191	28,020	25,515	11,795	16,542	16,787	17,800	19,[illegible]	21,6[illegible]	19,059	17,436	16,260	14,802	15,413

GOVT. SECRETARIAT BOMBAY

Number of Suits instituted during each year under Chapter II.

	1880	1881	1882	1883	1884	1885	1886	1887	1888	1889	1890
POONA.											
(1) Suits under Section 3, Clause (*a*), *i.e.*, by agriculturists for accounts	83	185	10	6	2	2	1	1	...	2	3
(2) Suits under Section (3), Clause (*w*), against agriculturists	839	1,302	1,590	1,213	1,539	2,123	1,473	1,003	888	477	478
(3) Suits under Section (3), Clause (*w*), against non-agriculturists	950	1,166	768	814	874	995	999	987	983	990	1,016
(4) Suits under Section (3), Clause (*x*), against agriculturists	118	157	165	171	134	242	222	188	167	177	145
(5) Suits under Section (3), Clause (*x*), against non-agriculturists	30	71	43	48	60	57	60	63	73	57	76
(6) Suits for foreclosure, etc., against agriculturists under Section (3), Clause (*y*)	45	110	327	290	256	410	291	286	284	182	166
(7) Suits for redemption, etc., by agriculturists under Section (3), Clause (*z*)	8	81	151	201	216	142	102	92	104	91	98
TOTAL	2,073	3,072	3,054	2,743	3,081	3,971	3,148	2,620	2,503	1,976	1,982
SATARA.											
(1) Suits under Section 3, Clause (*a*), *i.e.*, by agriculturists for accounts	112	409	3	28	54	28	16	16	17	16	13
(2) Suits under Section 3, Clause (*w*), against agriculturists	416	768	972	1,075	1,487	1,567	1,063	644	548	318	293
(3) Suits under Section 3, Clause (*w*), against non agriculturists	1,010	1,177	659	549	553	610	588	649	764	693	712
(4) Suits under Section 3, Clause (*x*), against agriculturists	67	93	211	236	387	197	220	210	245	163	172
(5) Suits under Section 3, Clause (*x*), against non-agriculturists	59	37	38	40	35	64	45	48	39	41	79
(6) Suits for foreclosure, etc., against agriculturists under Section 3, Clause (*y*)	70	126	431	448	668	676	579	549	532	454	422
(7) Suits for redemption, etc., by agriculturists under Section 3, Clause (*z*)	68	467	788	1,069	754	668	225	195	157	134	110
TOTAL	1,802	3,077	3,102	3,445	3,938	3,810	2,736	2,311	2,302	1,819	1,801

AHMEDNAGAR.											
(1) Suits under Section 3, Clause (*a*), *i.e.*, by agriculturists for accounts . . .	46	188	26	15	12	14	10	13	10	2	9
(2) Suits under Section 3, Clause (*w*), against agriculturists	692	784	1,425	1,391	1,942	2,387	2,080	1,402	983	926	1,091
(3) Suits under Section 3, Clause (*w*), against non-agriculturists	1,961	2,263	1,739	1,793	1,806	1,660	2,097	2,167	1,860	2,095	2,262
(4) Suits under Section 3, Clause (*x*), against agriculturists	19	39	65	63	69	95	126	152	162	215	242
(5) Suits under Section 3, Clause (*x*), against non-agriculturists	51	77	60	66	76	102	100	114	116	121	119
(6) Suits for foreclosure, etc, against agriculturists under Section 3, Clause (*y*) .	38	35	144	130	137	232	275	131	266	222	233
(7) Suits for redemption by agriculturists under Section 3, Clause (*z*) . . .	14	150	226	181	156	117	88	99	92	91	110
TOTAL .	2,821	3,536	3,685	3,639	4,198	4,607	4,776	4,258	3,489	3,672	4,066
SHOLAPUR.											
(1) Suits under Section 3, Clause (*z*), *i.e.*, by agriculturists for accounts . . .	26	57	...	3	...	...	1	...	1	1	...
(2) Suits under Section 3, Clause (*w*), against agriculturists	279	489	577	541	521	713	512	270	204	187	161
(3) Suits under Section 3, Clause (*w*), against non-agriculturtsts	1,134	1,225	733	564	1,098	1,232	1,595	1,698	1,549	1,471	1,395
(4) Suits under Section 3, Clause (*x*), against agriculturists	17	26	37	48	32	55	56	59	61	77	52
(5) Suits under Section 3, Clause (*x*), against non-agriculturists	66	71	47	42	79	90	86	109	100	106	121
(6) Suits for foreclosure, etc., against agriculturists under Section 3, Clause (*y*) .	22	19	48	38	56	94	84	85	76	64	61
(7) Suits for redemption by agriculturists under Section 3, Clause (*z*) . . .	9	35	79	163	241	178	127	110	78	44	55
TOTAL .	1,553	1,922	1,521	1,399	2,027	2,362	2,461	2,331	2,069	1,950	1,845

Number of Suits instituted during each year under Chapter II.

	1880	1881	1882	1883	1884	1885	Total.	1886	1887	1888	1889	1890	Total.	Grand Total.
(1) Suits under Section 3, Clause (*a*), *i e*, by agriculturists for accounts	267	839	39	52	68	44	1,309	28	30	28	21	25	132	1,441
(2) Suits under Section 3, Clause (*w*), against agriculturists	2,226	3,343	4,564	4,220	5,489	6,790	26,632	5,128	3,319	2,623	1,908	2,023	15,001	41,633
(3) Suits under Section 3, Clause (*w*), against non-agriculturists	5,055	5,831	3,899	3,720	4,331	4,497	27,333	5,279	5,501	5,156	5,249	5,385	26,570	53,903
(4) Suits under Section 3, Clause (*x*), against agriculturists	221	315	478	518	622	589	2,743	624	609	635	632	611	3,111	5,854
(5) Suits under Section 3, Clause (*x*), against non-agriculturists	206	256	188	196	250	313	1,409	291	334	328	325	395	1,673	3,082
(6) Suits for foreclosure, etc., against agriculturists under Section 3, Clause (*y*) . . .	175	290	950	906	1,117	1,412	4,850	1,229	1,231	1,158	922	882	5,422	10,272
(7) Suits for redemption, etc., by agriculturists under Section 3, Clause (*z*) . . .	99	733	1,244	1,614	1,367	1,105	6,162	542	496	435	360	573	2,206	8,368
Total	8,249	11,607	11,362	11,226	13,244	14,750	70,438	13,121	11,520	10,363	9,417	9,694	54,115	124,553

III.

Comparative Statement of Suits exceeding one hundred rupees but not exceeding five hundred rupees in value to which the provisions of Chapter II were applied by consent of parties.

Year.	Total number of such suits instituted.	Number in which consent was given.	Number in which consent was refused.
1	2	3	4
1880	Not given.	Not given.	Not given.
1881	,,	143	,,
1882	,,	202	,,
1883	,,	282	,,
1884	2,440	390	,,
1885	2,339	399	,,
1886	2,002	564	,,
1887	1,386	464	,,
1888	1,389	515	574
1889	1,043	437	363
1890	1,053	428	393

IV.

Comparative Statement of Suits in which the Summons was issued for final disposal under the first clause of Section 7.

Year.	Total number of such suits.	Number of such suits actually disposed of at first hearing.
1	2	3
1885	12,426	5,384
1886	12,319	5,733
1887	10,356	4,494
1888	9,053	3,828
1889	8,782	3,723
1890	8,835	3,959
TOTAL	61,771	27,121

NOTE.—For years previous to 1885 complete figures are not given.

V.

Comparative Statement of Suits in which the Defendant was examined under the second clause of Section 7.

Year.	Total number of cases disposed of under Chapter II.	Number of cases in which the defendant was examined.	Percentage of cases disposed of in which the defendant was examined.
1	2	3	4
1880	7,108	4,130	58·103
1881	10,000	6,275	62·375
1882	10,823	7,158	66·07
1883	11,030	7,275	65·956
1884	12,960	8,335	64·313
1885	14,831	9,550	64·385
TOTAL	67,622	42,723	63·2
1886	14,909	8,936	59·936
1887	11,548	7,449	64·504
1888	10,513	6,590	62·589
1889	9,503	5,873	61·801
1890	9,761	6,241	63·938
TOTAL	56,234	35,089	62·3
GRAND TOTAL	123,856	77,812	62·8

VI.

Comparative Statement of Cases under Section 3, Clauses (w) and (x), in which the Court permitted the filing of written Statements.

Year	Total number of cases disposed of under those sections	Number of cases in which written statements were filed.	Percentage of cases in which written statements were filed.
1	2	3	4
1880	7,708	Not given.	
1881	8,601	Not given.	
1882	9,124	"less than 2 per cent."	
1883	8,632	178	2·06
1884	10,198	328	3·21
1885	12,277	267	2·17
1886	12,539	421	3·35
1887	9,821	417	4·24
1888	8,866	285	3·21
1889	8,153	220	2·71
1890	8,483	262	3·08

VII.

Comparative Statement of Suits under ten rupees in amount or value to which the provisions of Section 9 were applied.

Year	Total number of cases under ten rupees in amount or value falling under Chapter II.	Number of cases in which no record of evidence was made.
1	2	3
1880	Not given.	Not given.
1881	988	,,
1882	660	,,
1883	636	,,
1884	786	,,
1885	621	20
1886	718	26
1887	734	22
1888	801	15
1889	726	7
1890	851	21
Total for the years 1885 @ 1890	4,451	111

VIII.

Comparative Statement showing the way in which Suits falling under Chapter II were disposed of.

Mode of disposal.	1880	1881	1882	1883	1884	1885	1886	1887	1888	1889	1890
Plaint returned	Not given.	50	86	12	23	15	17	12	12	10	6
Dismissed for default		1,620	1,094	970	978	989	936	844	732	725	714
Decided *ex parte*		595	563	558	610	827	1,007	722	663	595	642
Admitted		2,629	2,233	2,043	2,800	2,453	2,465	2,154	1,986	1,976	2,172
Contested		3,085	4,285	4,452	5,033	5,655	5,305	3,914	3,750	3,107	3,245
Awarded in whole		1,572	1,885	1,962	2,337	2,672	2,518	2,175	2,078	1,795	1,861
Ditto in part		1,085	1,864	1,820	2,004	2,207	1,978	1,163	1,058	892	955
Rejected		428	536	670	682	776	809	576	614	420	429
Abated or dismissed		80	96	74	53	50	43	18	21	39	23
Withdrawn or compromised		1,842	2,437	2,817	3,897	4,731	4,986	3,574	3,272	2 997	2,950
Disposed of by arbitration		6	9	8	3	30	7	7	3	25	7
By transfer or otherwise		18	5	86	65	81	143	253	74	29	2
TOTAL	...	9,925	10,808	11,030	12,960	14,831	14,909	11,548	10,513	9,503	9,761

IX.

Statement showing how Suits falling under Chapter II were disposed of as compared with Suits in all the Sub-divisional Civil Courts (Subordinate Judges and Cantonment Magistrates) outside the Presidency Town of Bombay.

Year.	Percentage decreed *ex parte*.		Percentage withdrawn or compromised.		Percentage decreed on confession.		Percentage contested.		Percentage awarded in whole or in part.		Percentage dismissed.		Remarks.
	Under Chapter II.	All Subordinate Judges' Courts.	Under Chapter II.	All Subordinate Judges' Courts.	Under Chapter II.	All Subordinate Judges' Courts.	Under Chapter II.	All Subordinate Judges' Courts.	Under Chapter II.	All Subordinate Judges' Courts.	Under Chapter II.	All Subordinate Judges' Courts.	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1880	11·4	A	13·6	A	32·09	A	24·4	A	86·4	A	13·4	A	A—Not available.
1881	5·9	38·5	18·3	18·7	26·1	9·8	30·6	24·8	86	82·2	13·8	17·8	
1882	5·2	36·2	22·4	19·7	20·6	9·6	39·5	27·2	87	80·8	12·5	19·2	
1883	5·1	35·1	25·5	20·5	18·5	9·2	40·3	28·3	84·14	79·8	15·04	20·2	
1884	4·7	35·3	30	19·8	18·5	9·03	38·7	23·7	86·3	83·5	13·5	16·5	
1885	5·5	34·1	31·8	20·3	16·5	10·03	38·5	23·7	86·22	83·4	13·7	16·6	
1886	6·7	37·7	33·4	18·1	16·5	9·6	35·5	23·09	86·1	83·6	15·2	16·4	
1887	6·7	37·6	30·9	18·09	18·6	9·2	33·8	22·8	83·2	84·4	14·6	15·6	
1888	6·3	34·9	31	19·03	19	8·9	36	23·8	83·6	83·1	16	16·9	
1889	6·2	34·7	31·5	18·9	20·8	8·8	32·7	23·8	86·47	83·5	13·6	16·5	
1890	6·5	34·07	30·2	20·6	22·2	9·1	33·3	23·4	86·74	83·5	13·2	16·1	

X.

Comparative Statement of ex parte *Decisions under Chapter II and in all Sub-divisional Civil Courts (Subordinate Judges and Cantonment Magistrates) outside the Presidency Town of Bombay.*

Year.	Under Chapter II.			In all Sub-divisional Civil Courts outside the Presidency Town.		
	Total number of cases disposed of.	Number disposed of *ex parte*.	Percentage of *ex parte* decisions.	Total number of cases disposed of.	Number disposed of *ex parte*.	Percentage of *ex parte* decisions.
1	2	3	4	5	6	7
1880	7,108	811	11·4	123,479	Not available.	
1881	10,060	595	5·9	119,486	45,944	38·5
1882	10,833	563	5·2	119,878	43,444	36·2
1883	11,030	558	5·1	114,087	40,071	35·1
1884	12,960	610	4·7	118,355	41,817	35·3
1885	14,831	827	5·5	119,535	40,769	34·1
1886	14,909	1,007	6·7	124,576	46,398	37·7
1887	11,548	772	6·7	129,462	48,698	37·6
1888	10,513	663	6·3	122,139	42,641	34·9
1889	9,503	595	6·2	122,709	42,685	34·7
1890	9,761	642	6·5	128,841	43,897	34·07

XI.

Statement showing how Suits falling under the various clauses of Section 3 were disposed of.

[NOTE —Suits under Clause (*a*) are omitted as the number of suits is very small]

YEAR	SUITS AGAINST AGRICULTURISTS UNDER CLAUSES (*w*) AND (*z*)							SUITS UNDER CLAUSE (*y*),							SUITS UNDER CLAUSE (*x*).							SUITS AGAINST NON-AGRICULTURISTS UNDER CLAUSES (*w*) AND (*x*).						
	Percentage disposed of without trial or decree	Percentage decreed *ex parte*.	Percentage decreed on confession	Percentage decreed on compromise	Percentage dismissed *ex parte*	Percentage decreed in whole or part after contest	Percentage dismissed after contest	Percentage disposed of without trial or decree	Percentage decreed *ex parte*.	Percentage decreed on confession	Percentage decreed on compromise	Percentage dismissed *ex parte*	Percentage decreed in whole or part after contest.	Percentage dismissed after contest	Percentage disposed of without trial or decree	Percentage decreed *ex parte*.	Percentage decreed on confession,	Percentage decreed on compromise	Percentage dismissed *ex parte*.	Percentage decreed in whole or part after contest	Percentage dismissed after contest.	Percentage disposed of without trial or decree.	Percentage decreed *ex parte*.	Percentage decreed on confession	Percentage decreed on compromise	Percentage dismissed *ex parte*.	Percentage decreed in whole or part after contest	Percentage dismissed after contest.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
1880* .																												
1881 .		4·1	24·3		15	34·6	5·2		4·4	15·1		12·13	48·3	5·8		1·2	3·5		16·6	31·2	13·4		7·9	33·1		15·3	24·1	2·7
1882 .		4·3	18·1		9·5	40·7	5·3		4·5	18·6		4·7	51·3	4·3		·5	2·5		14·8	38·5	10·8		7·4	28·2		10·6	24·5	2·9
1883 .		4·4	16·3		9·3	39·3	5·9		3·1	10·4		4·9	52·1	5·3		3	1·2		12·3	38·8	13·5		8·2	29·9		7·7	24·2	2·8
1884 .	A	3·4	13·1	A	8·1	34·7	4·7	A	4·5	9·7	A	4·3	48·01	3·9	A	4	2·01	A	11·7	32·1	12·1	A	8·1	31·3	A	6·5	25·3	3·2
1885 .		3·9	11·9		6·3	34·6	4·6		3·3	10·12		5·1	43·2	3·6		2	2·9		12·5	30·7	17·8		9·8	28·8		6·3	27·3	2·3
1886 .		5·2	8·7		6·9	31·5	5·1		4·3	7·9		5·7	40·14	4·5		·3	5		10·3	30·02	21·1		10·4	30·2		5·3	24·9	2·9
1887 .		3·2	7·3		7·4	26·02	5·2		2·1	6·8		5·9	36·2	4·5		...	4		7·04	31·7	20·3		10·5	30·1		6·6	25·3	2·4
1888 .	3·6	3·2	8·7	24·7	6·7	32·8	7·9	2·99	3·3	8·6	26·2	4·7	40·9	4·2	15·1	2·1	1·1	17·1	5·9	35·7	21·2	2	9·2	28·4	11·1	7·5	24·7	3·6
1889 .	2·6	2·34	9·5	27·04	7·4	32·4	6·6	3·3	3·13	6·7	30·8	3·5	41·9	3·4	16·3	...	·8	20·9	8·1	32·7	16·6	3·7	9·1	30·1	11·8	8·4	23·8	2·5
1890 .	2·3	2·13	11·6	23·2	6·9	29·9	6·9	1·3	2·3	9·7	26·9	2·8	43·1	4·4	12·5	...	...	27·5	7·1	35·01	11·2	2·4	9·7	30·2	12·4	7·2	24·4	2·8

* Figures for 1880 are not available

A—Information not available

XII.

Comparative Statement of ex parte *Decisions under each clause of Section 3.*

Year.	Under Clause (*a*).		Under Clause (*w*) against agriculturists.		Under Clause (*w*) against non-agriculturists.		Under Clause (*x*) against agriculturists.		Under Clause (*x*) against non-agriculturists.		Under Clause (*y*).		Under Clause (*z*).	
	Total disposed of.	Disposed of *ex parte*.	Total disposed of.	Disposed of *ex parte*.	Total disposed of.	Disposed of *ex parte*.	Total disposed of.	Disposed of *ex parte*.	Total disposed of.	Disposed of *ex parte*.	Total disposed of.	Disposed of *ex parte*.	Total disposed of.	Disposed of *ex parte*.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1880* .														
1881 .	865	9	2,637	107	5,509	448	238	10	217	9	206	9	253	3
1882 .	59	...	4,156	176	4,362	331	408	10	198	9	713	32	912	5
1883 .	49	...	4,338	194	3,651	305	458	17	185	10	914	28	1,425	4
1884 .	40	2	5,116	174	4,225	352	582	16	241	11	1,081	49	1,638	6
1885 .	58	...	6,724	266	4,615	459	611	28	327	27	1,324	45	1,172	2
TOTAL .	1,071	11	22,971	917	22,362	1,895	2,297	81	1,168	66	4,238	163	5,400	20
1886 .	34	...	6,076	322	5,453	576	695	21	315	24	1,421	61	916	3
1887 .	26	...	3,527	133	5,399	577	592	18	303	19	1,204	25	497	...
1888 .	24	...	2,772	95	5,127	494	622	13	345	21	1,167	39	456	1
1889 .	21	...	2,015	51	5,173	488	632	11	333	14	956	31	373	...
1890 .	20	...	2,022	52	5,482	541	612	4	367	24	921	21	337	...
TOTAL .	125	...	16,412	653	26,634	2,676	3,153	67	1,663	102	5,669	177	2,579	4
GRAND TOTAL .	1,196	11	39,383	1,570	48,996	4,571	5,450	148	2,831	168	9,907	340	7,979	24

* Information not available.

XIII.

Comparative Statement of contested Cases under each clause of Section 3.

Year.	Under Clause (a).			Under Clause (w) against agriculturists.			Under Clause (w) against non-agriculturists.			Under Clause (e) against agriculturists.			Under Clause (e) against non-agriculturists.			Under Clause (f).			Under Clause (z).		
	Awarded wholly.	Awarded in part.	Dismissed.	Awarded wholly.	Awarded in part.	Dismissed.	Awarded wholly.	Awarded in part.	Dismissed.	Awarded wholly.	Awarded in part.	Dismissed.	Awarded wholly.	Awarded in part.	Dismissed.	Awarded wholly.	Awarded in part.	Dismissed.	Awarded wholly.	Awarded in part.	Dismissed.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1880*																					
1881	60	25	61	390	523	139	924	389	143	49	55	23	34	28	16	54	47	12	61	18	34
1882	7	7	...	644	1,049	224	707	353	129	103	102	36	29	29	17	134	232	31	261	92	99
1883	4	11	7	646	1,060	258	646	223	93	117	85	52	34	26	18	181	295	49	334	120	193
1884	11	3	7	821	1,056	244	791	286	106	101	164	51	36	27	28	220	299	43	357	169	203
1885	20	4	11	1,043	1,290	309	859	370	86	123	111	83	85	40	30	271	303	48	271	89	209
Total	102	50	86	3,544	4,978	1,174	3,927	1,621	557	493	517	245	218	150	109	860	1,176	183	1,284	488	738
1886	13	...	5	938	978	308	881	458	142	160	128	69	63	31	28	291	280	64	172	103	193
1887	8	...	5	580	492	215	998	342	108	126	89	60	67	41	32	269	168	55	127	31	101
1888	6	...	3	533	332	185	886	369	152	153	96	83	76	50	45	297	181	49	127	30	97
1889	5	5	4	346	279	121	900	299	109	130	105	55	72	43	32	245	136	37	97	25	62
1890	1	2	2	340	284	117	917	375	133	144	102	66	91	45	32	262	135	41	106	12	38
Total	33	7	19	2,737	2,365	946	4,582	1,843	644	713	520	333	369	210	169	1,364	900	246	629	201	491
GRAND TOTAL	135	57	105	6,281	7,343	2,120	8,509	3,464	1,201	1,206	1,037	578	587	360	278	2,224	2,076	429	1,913	689	1,229

* Figures are not available.

XIV.

Statement showing the number of Suits in which the past history was inquired into under Sections 12 and 13.

Year	Total number of suits disposed of to which the provisions of Sections 12 and 13 were applicable.	Number contested.	Number in which the history was inquired into.	Percentage of column 4 to column 2.	Percentage of column 4 to column 3
1	2	3	4	5	6
1880* . . .					
1881 . . .	3,096	1,278	618	19·9	48·2
1882 . . .	5,781	2,766	1,404	24·4	50·3
1883 . . .	6,677	3,136	1,763	26·4	56·2
1884 . . .	7,835	3,412	1,823	23·2	53·4
1885 . . .	9,220	3,833	2,134	23 1	55·6
TOTAL .	32,609	14,425	7,742	23·7	53 6
1886 . . .	8,412	3,327	1,867	22·1	56·1
1887 . . .	5,228	2,038	1,052	20·1	51·1
1888 . . .	4,395	1,831	852	19·3	46·4
1889 . . .	3,344	1,348	508	15·1	37·6
1890 . . .	3,280	1,335	547	16·9	40·9
TOTAL .	24,659	9,879	4,826	19·5	48 8
GRAND TOTAL .	57,268	24,304	12,568	21·9	51 7

* Figures for 1880 are not available.

XV.

Statement showing how the Suits to which the provisions of Sections 12 to 14 were applicable were disposed of.

Year.	Against agriculturists of the description mentioned in clause (*W*).					Of the description mentioned in clause (*Y*).					Of the description mentioned in clause (*Z*).				
	Number disposed of.	Number of cases in which sections 12 to 14 were applied.	Decreed in full.	Decreed in part.	Dismissed.	Number disposed of.	Number in which sections 12 to 14 were applied.	Decreed in full.	Decreed in part.	Dismissed.	Number disposed of.	Number in which sections 12 to 14 were applied.	Decreed in full.	Decreed in part.	Dismissed.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1880* . .															
1881 . . .	2,637	542	390	523	139	206	46	54	47	12	253	30	61	18	34
1882 . . .	4,156	1,012	644	1,049	224	713	194	134	232	31	912	198	261	02	99
1883 . . .	4,338	1,167	646	1,060	258	914	342	181	295	49	1,425	254	334	120	193
1884 . . .	5,116	1,171	821	1,056	244	1,081	310	220	299	43	1,638	342	357	169	203
1885 . . .	6,724	1,530	1,043	1,290	309	1,324	355	271	303	48	1,172	249	271	89	209
1886 . . .	6,076	1,310	938	978	308	1,420	355	291	280	64	916	202	172	103	193
1887 . . .	3,527	678	580	492	215	1,204	272	269	168	55	497	102	127	31	101
1888 . . .	2,772	489	533	332	195	1,167	262	297	181	49	456	101	127	30	97
1889 . . .	2,015	272	346	279	121	956	168	245	136	37	373	68	97	25	62
1890 . . .	2,022	284	340	284	117	921	196	262	135	41	337	67	106	12	38

* Figures for 1880 are not available.

XVI.

Statement showing the result of applying Sections 12 to 14 to the different classes of Suits.

Year.	UNDER CLAUSE (*W*) AGAINST AGRICULTURISTS.							UNDER CLAUSE (*Y*).							UNDER CLAUSE (*Z*).						Remarks.
	Number of suits in which these sections were applied.	Amount claimed.			Amount awarded.	Percentage of reduction.	Number of suits in which these sections were applied.	Amount claimed.			Amount awarded.	Percentage of reduction.	Number of suits in which decree for redemption was passed.	Amount of principal mortgage debt in such cases.	Amount awarded.	Percentage of reduction.	Number of decrees directing satisfaction of debt by enjoyment of land for a term of years.	Amount of mortgage debt in such cases.	
		Principal.	Interest.	Total.				Principal.	Interest.	Total.									
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
		R a. p.	R a. p.	R a. p.	R a. p.			R a. p.	R a. p.	R a. p.	R a. p.			R a. p.	R a. p.			R a. p.	
1884	1,171		Not	given			364	Not	given	55,428 4 2	38,578 0 6	30	1,912	5,52,552 6 4	3,71,829 5 7	32·8	211	42,012 2 0	Note I.—For 1880-83 full information is not available.
1885	1,530		Dit	to			355	31,081 0 0	20,432 0 0	51,513 0 0	35,446 0 0	30	1,220	3,65,104 8 3	2,24,731 2 3	35·8	92	19,645 12 0	,, II.—Suits under (*W*) and (*Y*) include those under Chapter II only.
1886	1,310	Not	given	1,25,574 11 11	85,647 5 5	32	407	39,188 0 0	17,056 7 10	59,244 9 8	37,606 8 0	33	1,006	3,62,418 11 0	2,62,883 13 0	27·5	64	16,770 4 0	,, III.—Figures under columns 14 to 19 are for suits under Chapter II as well as for suits not under Chapter II.
1887	678	39,441 5 5	19,306 13 10	58,748 3 3	42,716 1 9	27	272	24,328 12 6	10,789 11 4	35,318 7 10	25,005 1 10	28½	484	1,43,569 7 3	1,05,293 1 1	26·7	10	774 8 0	
1888	489	27,387 14 0	12,484 12 4	39,872 10 4	28,447 6 6	28	262	22,484 13 0	11,896 10 11	34,381 8 0	25,468 15 7	25	405	1,21,226 7 1	86,684 11 0	28·5	21	8,220 0 0	
1889	272	19,181 8 8	8,959 12 9	28,141 5 5	19,648 6 2	30	168	17,085 0 7	8,915 7 10	26,000 8 5	19,741 1 10	24	386	1,29,023 12 1	83,637 8 0	35·96	10	2,668 0 0	
1890	284	17,409 12 10	7,706 5 5	25,116 2 3	18,578 0 0	26	196	15,869 8 8	9,346 1 10	25,215 10 6	20,215 1 7	19	350	86,226 12 7	60,037 8 10	30·4	9	1,528 0 0	

XVII.

Statement showing how Suits for Redemption under the Act were disposed of.

Year.	Total number disposed of.	Disposed of without decree.	Decree wholly against plaintiff.	Redemption decreed without payment.		Redemption decreed subject to part payment.			Redemption decreed subject to payment in full.		Redemption decreed subject to enjoyment of land by defendant for a term of years.		Number of cases in which payment by instalments was allowed.
				Number of cases.	Amount of alleged mortgage debt due.	Number of cases.	Amount of alleged mortgage debt.	Amount decreed.	Number of cases	Amount of mortgage debt.	Number of cases.	Amount of mortgage debt.	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
					R a. p.		*R a. p.*	*R a. p.*		*R a. p.*		*R a. p.*	
1884	3,307	841	342	413	76,467 2 0	909	2,96,960 13 8	1,92,694 14 6	590	1,79,134 7 1	211	42,012 2 0	861
1885	2,317	674	331	293	52,279 15 8	529	1,84,140 8 8	96,047 2 4	398	1,28,683 15 11	92	19,645 12 0	536
1886	1,810	472	268	198	32,985 14 0	442	1,87,820 10 0	1,21,271 10 0	366	1,41,612 3 0	64	16,770 4 0	378
1887	897	259	144	137	24,066 6 2	154	50,886 8 0	36,376 8 0	193	68,916 9 1	10	774 8 0	148
1888	802	222	153	110	20,196 15 11	118	41,504 15 5	27,160 3 3	178	59,524 7 9	21	8,220 0 0	116
1889	680	185	99	96	26,209 12 0	130	58,053 7 0	38,876 14 11	160	44,760 9 1	10	2,668 0 0	83
1890	606	185	62	99	18,065 14 8	81	23,668 0 0	15,544 10 11	170	44,492 13 11	9	1,528 0 0	119
Total .	10,419	2,838	1,499	1,346	2,50,272 0 5	2,363	8,43,034 14 9	5,27,971 15 11	2,055	6,67,125 1 10	417	91,618 10 0	2,241

XVIII.

Statement showing the number of cases referred to arbitration under Section 15.

Year.	Number of cases.
1880	Not given.
1881	„
1882	5
1883	5
1884	6
1885	3
1886	5
1887	22
1888	3
1889	2
1890	18

N. B.—The figures are taken from Appendix C to the reports of the Special Judge.

XIX.

Statement showing the number of Cases to which the provisions of Section 19 were applied.

Year.	Under the first clause (*i.e.*, when the debts were under fifty rupees).				Under the second clause (*i.e.*, when the debts amounted to fifty rupees or upwards).			
	By the Court of its own motion.	On the motion of the judgment-creditors.	On the motion of the judgment-debtors.	Number of judgment-debtors discharged.	By the Court of its own motion.	On the motion of the judgment-creditors.	On the motion of the judgment-debtors.	Number of judgment-debtors discharged.
1	2	3	4	5	6	7	8	9
1880				Not	given.			
1881			10				*Nil*	
1882	7	...	...	...	13	...	...	3*
1883			4				*Nil*	
1884			2				*Nil*	
1885			3				3	
1886			1				6	
1887			*Nil*				1	
1888			*Nil*				*Nil*	
1889			*Nil*				*Nil*	
1890			*Nil*				*Nil*	
Total			27				23	

* Declared insolvent.

XX.

Statement showing the number of Applications for the attachment of Standing Crops, and the mode in which they were disposed of.

	1886	1887	1888	1889	1890	
	1	2	3	4	5	
Total applications	Attachment of standing crops was authorized by Act XXIII of 1886, and no figures regarding it are given in that year's report.	141	404	454	451	
Compromised by private settlement		36	129	130	124	
Satisfied by payment into Courts		37	45	29	21	
Sent to Collectors		5	27	13	8	
Sale took place		(4)	(18)	(12)	(8)	
Infructuous owing to the removal of the crops		43*	121	185	160	* This figure includes cases in which the attachment order was infructuous owing to the failure of the judgment-creditor to deposit costs.
Total disposed of		121	322	357	313	

XXI.

Statement showing the result of the working of Section 22, Clause 2.

	1880	1881	1882	1883	1884	1885	1886	1887	1888	1889	1890
1	2	3	4	5	6	7	8	9	10	11	12
Number of applications	...	...	4	9	Not given.	5	23	5	4	7	18
Number of cases in which the Collector was directed to take possession of surplus land	...	...	Not given.	Not given.	3	Not given.	23	Not given.	Not given.	Not given.	*
Number of cases in which possession was actually taken	...	...	,,	,,	Not given.	,,	Not given.	,,	,,	,,	Not given.

* No information available. Six cases were disposed of, of which one was withdrawn and in one the Collector reported that the debtor had no spare lands. No details of the other four cases are given in the report.

XXII.

Statement showing the results of proceedings in the execution of decrees against agriculturists under Chapter II, as compared with results of proceedings in execution in all Civil Courts outside the Presidency Town.

Year.	Against Agriculturists.										In Civil Courts outside the Presidency Town.									
	Total number of applications for execution before the Court.	Total amount decreed.	Number of cases in which satisfaction was obtained in full	Number of cases in which satisfaction was obtained in part.	Number of applications wholly infructuous.	Amount realized with the issue of process.	Amount realized without the issue of process.	Percentage of claims fully satisfied.	Percentage of claims partly satisfied.	Percentage of infructuous applications.	Percentage of total amount of claims recovered.	Total number of applications for execution before the Courts.	Total amount decreed.	Number of cases in which satisfaction was obtained in full.	Number of cases in which satisfaction was obtained in part.	Number of applications wholly infructuous.	Amount realized with the issue of process.	Amount realized without the issue of process.	Percentage of claims fully satisfied.	Percentage of claims partly satisfied.	Percentage of infructuous applications.	Percentage of total amount of claims recovered.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
						R a. p.	*R a. p.*										*R*	*R*				
1883 . . .	13,071	Not given.	1,900	2,019	6,432	57,276 13 6	13,530 13 0	18·3	19·5	62·1	Not given.	247,425	Not given.	29,299	42,740	130,453	Not given.	Not given.	14·4	21·2	64·4	Not given.
1884 . . .	17,775	,,	2,827	2,780	8,670	76,548 14 1	23,386 6 8	19·8	19·5	60·7	,,	249 322		31,433	43,510	127,769	34,30,213	2,52,522	15 5	21·4	63·2	
1885 . . .	22,742	,,	3,178	3 950	10,956	1,18,934 11 2	36,503 7 11	17·5	21·8	60·5	,,	252,978		31,086	45,528	128,881	24,87,302	2,42,052	15·1	22 1	62 7	
1886 . . .	27,491	14,92,120	3,692	4,881	13,755	1,62,251 8 4	35,879 1 4	16·5	21·4	61·6	13·2	263,531		33,273	47,880	129,658	26,44,430	2,84 536	15·8	22·7	61·5	
1887 . . .	31,139	15,33.270	4,035	5,021	16,308	1,89,760 15 2	40,621 2 4	15·8	19·7	64·2	15·02	273,936		32,870	49,247	137,596	26,34,303	2,41,895	15·3	22·3	62·4	
1888 . . .	28,557	18,81,748	3,927	4,889	15,061	2,20,663 7 11	22,156 10 3	16·4	20·4	63·07	12·9	260,594		33,519	48,518	129,144	32,07,433	2,77,486	15·4	23	61·1	
1889 . . .	25.515	18,97,599	3,435	4,156	13,340	2.53,337 5 5	17,490 14 1	16·4	19·8	63·5	14·2	238,473		30,634	43,653	117,577	31,18,915	2,67,977	15·6	22·1	59·9	
1890 . . .	25,567	18,24,331	3,542	4,368	12,963	2,03,668 4 7	29,232 14 10	16·9	20·9	62·1	12·7	245,270		32,719	45,423	118,033	30,80,022	2,31,712	16·6	23·1	60·3	

Note (1).—Redemption suits have been omitted from this Statement.
,, (2).—Full statistics are not available for suits outside Chapter II.
,, (3).—No figures are available for the years previous to 1883.

XXIII.

Statement showing the results of Proceedings in execution of Instalment Decrees.

Year.	Applications for disposal.		Satisfaction obtained in full or part.			Wholly infructuous.		Percentage of claims wholly or partly satisfied.	Percentage of claims wholly or partly infructuous.	Instalments paid regularly without application for execution.		Instalments paid irregularly without application for execution.	
	Number.	Amount claimed.	Number.	Amount claimed.	Amount realized.	Number.	Amount claimed.			Number of cases.	Amount paid.	Number of cases.	Amount paid.
1	2	3	4	5	6	7	8	9	10	11	12	13	14
		₹		₹	₹		₹				₹		₹
1887 . .	10,549	6,16,366	3,134	1,77,143	99,081	5,517	2,77,759	29·7	52·2	881	25,962	285	9,063
1888 . .	9,959	5,80,618	2,752	1,73,733	85,550	5,123	2,61,005	34	51·4	1,179	39,029	686	20,631
1889 . .	8,822	5,39,328	2,228	1,50,586	67,430	4,790	1,25,772	32	54·2	1,164	39,123	571	18,905
1890 . .	8,909	6,01,098	2,431	1,53,592	70,659	4,885	1,66,057	33	54·8	1,370	37,231	525	15,596
TOTAL .	38,239	23,37,410	10,545	6,55,058	3,22,720	20,315	8,30,593	27·5	53·1	4,594	1,41,345	2,067	64,195

Note.—Information for years before 1887 is not available.

XXIV.

Statement showing the results of working of Chapter IV (Insolvency).

	1880	1881	1882	1883	1884	1885	1886	1887	1888	1889	1890
	2	3	4	5	6	7	8	9	10	11	12
Number of applications to be declared insolvent (Section 25)	...	10	Not given.	Inoperative.	Not given.	Not given.	Eleven cases, of which 6 were disposed of and 5 were pending. No details given.	8	1 (Rejected)	One case only, which was dismissed in default.	One case dismissed in default. The applicant was the judgment-creditor.
Number of agriculturists declared insolvent (Section 26)	...	Not given						Not given	...		
Number of cases in which directions were issued to the Collector to take possession of surplus land (Section 29)	...	Do.						Do.	...		
Number of cases in which the Collector took possession	...	Do.						Do.	...		
Number of cases in which immovable property was let (Section 30)	...	Do.						Do.	...		
Do. do. do. do. sold (Do.)	...	Do.						Do.	...		

XXV.

Statement showing the number of Suits not exceeding ten rupees in value instituted under the Act before Village Munsifs and in the regular Courts, and the number instituted in all Civil Courts outside the Presidency Town other than Village Munsifs' Courts.

Year.	Under the Act.					In all Civil Courts outside the Presidency Town (other than Village Munsifs' Courts).	
	Before Village Munsifs.	In the regular Courts under Chapter II.	Total Institutions.	Percentage of Column 3 on the total number of suits of all kinds instituted (Statement I).	Percentage of number instituted in the regular Courts on the total number of suits of all kinds instituted in those Courts.	Number of suits not exceeding ten rupees in value instituted.	Percentage of such suits on the total number of suits instituted.
1	2	3	4	5	6	7	8
1880	3,257	Not given.	Not given.	Not given.	Not given.	*	*
1881	2,757	988	3,745	5·9	5·9	17,273	11·4
1882	1,929	660	2,589	3·9	3·9	16,852	11·7
1883	1,554	636	2,190	3·5	3·6	17,520	12·5
1884	2,504	786	3,290	4·0	4·07	17,685	11·9
1885	5,030	621	5,651	2·8	2·8	18,527	12·1
1886	5,386	718	6,104	3·7	3·7	19,462	10·03
1887	5,039	734	5,773	4·2	4·2	21,874	11·03
1888	6,058	801	6,859	4·9	4·9	21,293	11·2
1889	7,150	726	7,976	4·9	4·9	21,351	10·9
1890	7,207	851	8,058	5·5	5·6	21,752	10·7

* As the figures for cases under the Deccan Agriculturists Relief Act are not available for 1880, those for suits in the Civil Courts outside the Presidency Town have not been given.

XXVI.

Statement showing the number of taluqas in which conciliation was in force, the number of conciliators at the end of each year, the number of conciliators specially empowered to enforce attendance, and the number of prosecutions for non-attendance.

Year.	Number of taluqas in which conciliation was in force.	Number of conciliators at the close of each year.	Number of conciliators specially empowered to enforce attendance.	Number of persons summoned by such conciliators who failed to attend.	Number of prosecutions for non-attendance
1	2	3	4	5	6
1886	26	236	Not given.	...	...
1887	26	228	59	Not given.	18
1888	26	221	55	35 per cent.	22
1889	26	219	50	Not given.	15
1890	26	224	49	33 per cent. of total disposals.	Not given.

XXVII.

Statement showing the work done by conciliators.

Year.	Number of applications presented.	Arrears from previous year.	Transfers.	Total for disposal.	Withdrawn	Struck off in default.	Disposed of by agreement under Section 44.	Referred to arbitration.	Conciliation failed.			Number of certificates granted under Section 46.	Number of certificates produced in Court.
									By non-attendance of defendant.	By non-agreement of parties.	Total.		
1	2	3	4	5	6	7	8	9	10	11	12	13	14
						POONA.							
1880	16,296	...		16,296	1,440	1,179	2,326	21	3,888	2,097	5,985	5,256	
1881	15,291	5,223		20,514	2,039	4,908	2,351	8	6,569	2,818	9,387	8,357	
1882	15,949	1,729		17,678	1,725	3,875	2,576	11	5,977	697	7,674	6,778	
1883	12,754	1,817		14,571	1,264	3,664	2,393	3	4,261	1,025	5,286	4,552	
1884	13,502	1,961	Not given.	15,463	1,305	3,764	2,785	...	4,648	964	5,612	4,708	
1885	12,319	1,997		14,440	992	2,603	3,223	2	5,390	767	6,157	5,032	Not given.
1886	11,648	1,349	200	13,187	948	2,123	2,378	1	4,402	585	4,987	3,995	
1887	11,959	2,550	243	14,752	1,295	3,309	2,529	3	4,571	891	5,462	4,407	
1888	11,286	1,911	1	13,198	1,059	2,813	2,263	7	4,502	949	5,451	4,739	
1889	9,728	1,575	67	11,370	950	2,413	1,997	1	3,721	813	4,534	3,754	
1890	10,134	1,437	60	11,631	950	2,453	2,201	5	3,843	931	4,774	4,121	

								SATARA.							
1880	18,838	...	Not given.	18,838	1,000	1,234	1,812	132	3,819	2,279	6,098	5,047	Not given.		
1881	19,112	8,654		27,766	1,585	7,123	2,185	148	10,739	3,717	14,456	12,965			
1882	21,624	2,228		23,852	1,274	5,308	3,146	92	8,559	2,139	10,698	9,881			
1883	18,759	3,334		22,093	991	5,167	3,010	10	7,888	1,132	9,020	8,485			
1884	17,436	3,895		21,331	1,025	5,924	3,599	6	7,820	814	8,634	7,867			
1885	14,674	2,143		16,898	773	3,419	3,197	3	6,835	630	7,465	7,217			
1886	10,218	1,960	208	12,386	548	2,521	2,023	6	5,022	380	5,402	5,247			
1887	9,546	1,676	86	11,308	673	2,273	1,958	3	3,648	799	4,447	4,227			
1888	8,268	1,868	206	10,342	499	2,389	1,506	4	3,568	912	4,480	4,377			
1889	7,190	1,258	123	8,571	511	1,881	1,258	...	3,096	660	3,756	3,664			
1890	6,668	1,042	1	7,711	416	1,781	1,135	8	2,768	538	3,306	3,225			
								AHMEDNAGAR.							
1880	10,183	...	Not given.	10,183	579	740	1,894	12	1,212	1,528	2,740	2,254			
1881	14,202	4,454		18,656	1,231	4,982	2,219	13	5,852	2,669	8,521	8,277			
1882	14,410	1,677		16,087	976	3,310	2,329	8	5,796	1,987	7,783	7,681			
1883	11,430	1,681		13,111	752	3,498	1,628	2	4,038	1,314	5,352	5,280			
1884	12,648	1,879		14,527	127	4,045	2,131	2	4,414	963	5,377	5,296			
1885	8,963	2,260		11,422	577	2,915	1,914	6	3,799	613	4,412	4,340			
1886	6,919	1,399	210	8,528	360	2,326	1,258	...	2,929	338	3,267	3,234			

District details for column 14 are not given.

Statement showing the work done by conciliators—continued.

Year.	Number of applications presented.	Arrears from previous year.	Transfers	Total for disposal	Withdrawn.	Struck off in default	Disposed of by agreement under Section 44.	Referred to arbitration.	Conciliation failed.			Number of certificates granted under Section 46	Number of certificates produced in Court.
									By non-attendance of defendant.	By non-agreement of parties.	Total.		
1	2	3	4	5	6	7	8	9	10	11	12	13	14
AHMEDNAGAR—continued.													
1887	5,956	1,107	45	7,108	275	2,096	1,227	...	2,099	429	2,528	2,530	Not given.
1888	4,792	937	...	5,729	211	1,831	811	...	2,054	333	2,387	2,383	
1889	4,840	482	7	5,329	165	1,343	823	1	1,765	376	2,141	2,124	
1890	5,245	849	35	6,129	194	1,738	806	...	2,327	329	2,656	2,654	
SHOLAPUR.													
1880	3,271	...	Not given.	3,271	233	124	739	7	451	531	982	895	
1881	8,872	1,196		10,068	714	1,603	1,547	6	2,683	1,822	4,505	4,468	
1882	9,403	1,677		11,080	975	1,967	1,710	2	3,613	1,395	5,008	4,878	
1883	6,968	1,418		8,386	730	1,689	1,084	1	2,523	1,001	3,524	3,413	
1884	6,071	1,358		7,429	553	1,900	1,061	1	2,436	903	3,339	3,280	
1885	4,685	575		5,369	319	1,015	1,013	3	1,748	611	2,359	2,326	

1886	3,398	551	23	3,972	276	830	637	1	1,360	379	1,739	1,713	Not given.
1887	3,167	466	16	3,649	306	851	755	...	754	513	1,267	1,243	
1888	3,085	454	69	3,558	249	899	621	...	847	492	1,339	1,326	
1889	2,408	382	...	2,790	191	672	366	...	791	420	1,211	1,209	
1890	2,757	350	97	3,204	208	665	497	1	861	448	1,309	1,309	

TOTAL.

1880	48,588	...	Not given.	48,588	3,252	3,277	6,771	172	9,370	6,435	15,805	13,452	Not given.
1881	57,477	19,527		77,004	5,569	18,616	8,302	175	25,843	11,026	36,869	34,067	...
1882	61,386	7,311		68,697	4,950	14,460	9,761	113	23,945	7,218	31,163	29,218	14,000
1883	49,911	8,250		58,161	3,737	14,018	8,115	16	18,710	4,472	23,182	21,730	10,341
1884	49,657	9,093		58,750	3,595	15,633	9,576	9	19,318	3,644	22,962	21,151	16,029
1885	40,641	6,975	513	48,129	2,661	9,952	9,361	14	17,772	2,621	20,393	18,915	9,118
1886	32,183	5,249	641	38,073	2,132	7,800	6,296	8	13,713	1,682	15,395	14,189	8,948
1887	30,628	5,799	390	36,817	2,549	8,529	6,469	6	11,072	2,632	13,704	12,407	6,178
1888	27,381	5,170	276	32,827	2,018	7,932	5,207	11	10,971	2,686	13,657	12,825	5,683
1889	24,166	3,697	197	28,060	1,817	6,309	4,444	2	9,373	2,269	11,642	10,751	4,450
1890	24,804	3,678	193	28,675	1,768	6,637	4,639	14	9,799	2,246	12,045	11,308	4,341

District details for column 14 are not given.

XXVIII.

Statement showing the reduction in claims effected by conciliators.

Year.	Amount claimed in cases in which conciliation was effected.	Amount agreed to in cases in which conciliation was effected.	Percentage of reduction.	AGREEMENTS FILED IN COURTS.								
				Claims on Simple Bonds.			Claims on Mortgage Bonds.			Redemption Cases.		
				Total amount of claims.	Amount agreed to.	Percentage of reduction.	Total amount of claims.	Total amount agreed to.	Percentage of reduction.	Total amount of defendant's claims.	Amount agreed to.	Percentage of reduction.
1	2	3	4	5	6	7	8	9	10	11	12	13
	₹	₹		₹	₹		₹	₹		₹	₹	
1881*												
1882*												
1883	10,60,099	7,71,393	27									
1884								Not given. Ditto.				
1885	Not given.			7,22,397	4,74,781	34·3	5,28,867	3,58,879	32		Not given.	
1886	Ditto.			5,05,524	3 45,142	31·8	3,96,088	2,93,051	25	35,450 0 0	25,774	33
1887	Ditto.			4,48,473	3,23,915	28	4,03,005	2,83,772	27	19,408 0 0	15,708	20
1888	Ditto.			26,049†	1,85,859†	28	3,35,988	2,45,912	26	30,129 7 5	23,383	22½
1889	5,82,966	4,24,211	27	2,57,506	1 89,137	27	2,92,602	2,06,442	29	32,858 0 0	28,632	12·9
1890	6,12,792	4,74,141	23	2,37,770	1,87,016	21·5	3,26,450	2,51,100	23	48,572 0 0	36,025	25·84

* Figures for these years are not available.
† Apparently there is some mistake in these figures.

XXIX.

Statement showing the working of the Refund System.

Year.	Number of suits in which one party was an agriculturist instituted before Courts authorized to grant refund of stamp-duty on consent decree passing at first hearing.	Number of cases in which a refund was granted.	Amount refunded.
			₹ a. p.
1886	Not given.	1,312	3,553 0 0
1887	Ditto.	636	1,507 5 0
1888	Ditto.	620	1,089 7 0
1889	Ditto.	750	1,404 15 6
1890	Ditto.	622	1,053 5 0

XXX.

Statement showing the work of Inspection and Revision.

1	2	3	4	5		6	7	8	9	10	11	12	13	14	15	16	17	18	19
Year.	Total number of suits decided under Chapter II.	Total number of records inspected.	Percentage of column 3 on 2.	Number of applications for revision.		Number of cases taken up without application.	Total of columns 5 and 6.	Percentage of column 7 on column 3.	Arrears from previous year.	Total number of cases for disposal.	Total number of cases disposed of.	Decrees confirmed.	Decrees amended.	Decrees reversed.	Decrees reversed and remanded.	Application withdrawn on compromised.	Applications rejected for want of jurisdiction.	Percentage of columns 13, 14 and 15 on column 2.	Percentage of columns 13, 14 and 15 on column 11.
				From Sub-Judge's decrees.	From Village Munsiff's decrees.														
1880*																			
1881	10,060	Not given.	A	176		50	226	A	14	240	206	137	27	12	23	Not given.	7	·6	30·1
1882	10,833	Ditto	A	387		122	509	A	36	545	444	222	100	39	62	3	18	1·8	45·3
1883	11,030	Ditto	A	538		46	584	A	101	685	603	350	122	29	90	1	11	2·2	39·9
1884	12,960	Ditto	A	636		55	691	A	82	773	701	426	174	33	51	10	7	1·9	36·8
1885	14,831	Ditto	A	603		71	674	A	72	746	591	373	117	42	52	5	2	1·4	35·6
1886	14,909	7,114	47·3	751		10	761	10·6	155	916	605	434	76	44	39	4	8	1·1	26·3
1887	11,548	7,269	62·5	588		8	596	8·2	311	907	761	426	94	72	142	5	22	2·6	40·5
1888	10,513	6,769	64·3	611		4	615	9·1	146	761	588	395	49	52	72	4	16	1·64	29·42
1889	9,503	5,236	55	532	65	5	602	11·4	173	710	593	382	58	49	91	6	7	2·1	33·4
1890	9,761	7,270	80	532	13	8	553	7·6	117	657	488	317	54	30	79	5	3	1·7	33·4

* Figures not available.

A—No figures being available for column 3, columns 4 and 8 are blank.

XXXI.

Comparative Statement showing the total Receipts from and Expenditure on Village Registration.

Year.	Receipts.			Expenditure.											Remarks.
	Fees for registering documents.	Fees for searches, inspections, for copies granted, and powers-of-attorney attested.	Total.	Village Registration Clerk in the office of the Inspector General of Registration and Stamps.	District Inspectors and peons.	Registrar's Karkuns.	Taluka Village Registrars.	Village Registrars.	Taluka Village Registrars' Karkuns.	Commission to Village Registrars.	Postage.	Travelling allowance to District Inspectors Village Registrars and Registrars' Karkuns	Contingencies.	Total.	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	R a. p.	*R a. p.*	*R a. p.*	*R a. p.*	*R a. p.*	*R a. p.*	*R a. p.*	*R a. p.*	*R a. p.*	*R a. p.*	*R a. p.*	*R a. p.*	*R a. p.*	*R a. p.*	
1880 . .	The Village Registration system came into force from the 1st April 1880.														
1881 . .	57,755 15 2	61 4 0	57,817 3 2	A	A	A	B	1,814 7 1	2,693 0 2	43,622 1 1	170 8 6	2 7 0	1,390 8 7	49,693 0 5	*A*—These appointments came into existence on 1st January 1883.
1882 . .	31,811 3 9	89 2 2	31,893 5 11			139 15 0	8,986 1 5	3,421 15 10	4,489 13 7	26,639 0 1	503 12 0	495 9 0	1,553 8 5	45,219 11 4	*B*—Portions of salaries of Sub-Registrars who are also Taluka Village Registrars have been debited to the working of the Village Registration system from 1st April 1882.
1883 . .	31,876 5 2	45 7 0	31,921 12 2	117 6 9	1,076 13 8	946 2 8	7,366 11 9	7,966 9 10	3,790 7 6	23,144 8 3	651 11 3	913 0 9	2,174 11 9	48,148 4 2	
1884 . .	37,522 10 3	154 13 3	37,677 7 6	480 0 0	4,956 0 0	955 2 9	7,956 4 10	25,473 6 8	3,840 13 2	9,257 14 4	692 0 0	1,444 11 0	2,183 5 1	57,239 9 10	
1885 . .	46,163 2 0	314 8 4	46,477 10 4	480 0 0	4,823 15 8	1,013 0 6	8,152 10 1	25,299 1 10	3,924 6 10	11,408 8 3	804 8 6	1,637 13 7	2,464 1 9	60,108 3 0	
1886 . .	55,593 10 6	433 13 2	56,027 7 8	480 0 0	5,256 0 0	930 1 6	7,931 9 4	25,611 14 1	3,981 5 3	14,301 7 5	698 8 6	1,589 7 0	3,064 13 4	63,845 2 5	
1887 . .	48,024 13 0	409 3 8	48,434 0 8	480 0 0	4,977 2 6	960 0 0	8,184 0 7	25,106 5 7	3,841 1 5	12,061 12 11	756 0 0	1,642 2 0	3,097 1 7	61,105 10 8	
1888 . .	30,456 8 0	391 14 5	30,848 6 5	480 0 0	4,956 0 0	960 0 0	8,139 9 1	24,370 0 1	3,839 4 9	7,667 4 0	631 0 0	1,613 10 6	3,122 15 9	55,369 12 2	
1889 . .	37,350 8 6	1,051 9 3	38,402 1 9	479 8 0	4,956 0 0	962 6 5	8,164 12 4	24,214 15 0	3,815 11 11	9,535 5 1	592 0 0	1,534 3 9	2,537 11 6	56,792 10 0	
1890 . .	43,782 2 0	1,345 7 5	45,127 9 5	480 0 0	4,956 0 0	960 0 0	8,036 8 7	24,023 6 0	3,839 1 4	11,246 2 5	593 0 0	1,721 15 6	2,605 14 5	58,452 0 3	

XXXII.

Statement showing the number and value of sale and mortgage deeds and of bonds executed by Agriculturists.

Year.	Sale-deeds.	Value of sale-deeds	Mortgage deeds.	Value of mortgage deeds	Simple bonds	Value of simple bonds	Total number of deeds.	Value of all deeds.	Remarks.
1	2	3	4	5	6	7	8	9	10
		R		R		R		R	
1881	7,686	Not given.	28,331	Not given.	41,793	Not given	77,810	Not given.	
1882	8,011	Ditto	24,366	Ditto	41,149	Ditto	73,526	Ditto	
1883	6,942	Ditto	13 389	Ditto	16,705	Ditto	37,036	Ditto	
1884	8,833*	Ditto	16,790*	Ditto	22,233	Ditto	47,856	Ditto	
1885	11,770	17,91,617	23,870	29,84,062	27,914	16,20,224	63,554	63,95,903	
Total	43,242	...	106,746	...	149,79	...	299,782	...	
1886	11,172	16,75,085	24,895	29,08,840	22,703	12,81,264	58,770	58,65,189	
1887	12,084	14,03,597	26,630	24,75,598	23,549	13,02,689	62,263	51,81,884	
1888	14,892	18,10,230	33,540	33,28,945	29,095	16,22,127	77,533	67,61,302	
1889	15,490	18,82,620	41,842	40,59,885	33,097	17,97,645	90,429	77,40,150	
1890	16,743	19,95,757	42,854	43,65,011	29,542	15,94,490	89,139	79,55,258	
Total	70,387	87,67,289	169,761	1,71,38,279	137,986	75,98,215	378,134	3,35,03,783	
GRAND TOTAL	113,629	1,05,58,906	276,507.	2,01,22,341	287,780	92,18,439	677,916	3,98,99,686	

* These figures relate to immoveable property alone; those for moveable property are not available.

XXXIII.

Statement showing the working of Chapter IX.

Year.	Number of Prosecutions for					Withdrawn or compromised.	Convicted.	Acquitted.
	Failure to tender receipts.	Failure to tender statement of accounts.	Failure to tender pass-books.	Total.				
				Instituted by order of the Court.	Instituted by parties.			
1	2	3	4	5	6	7	8	9
1880								
1881	9	...	...	9		Not given	1	Not given
1882	Not given	Not given	Not given	...		Ditto	Not given	Ditto
1883	Ditto	Ditto	Ditto	21		10	11	...
1884	Ditto	Ditto	Ditto	21		7	6	8
1885	Ditto	Ditto	Ditto	56		Not given	Not given	Not given
1886	Ditto	Ditto	Ditto	44		...	10	...
1887	Ditto	Ditto	Ditto	50		Not given	Not given	Not given
1888	Ditto	Ditto	Ditto	4	39	Ditto	Ditto	Ditto
1889	Ditto	Ditto	Ditto	1	50	...	9	...
1890	Ditto	Ditto	Ditto	...	45	...	5	...

XXXIV.

Statement showing the budget allotments for, and actual expenditure on, the Special Establishment for the years from 1880-81 to 1891-92.

	Sanctioned number.	Number employed.	Description of heads.	1880-81*	1881-82*	1882-83		1883-84		1884-85		1885-86		1886-87		1887-88		1888-89		1889-90		1890-91		1891-92	
				Actuals.	Actuals.	Actuals.	Sanctioned Budget Estimate.	Actuals.	Sanctioned Budget Estimate.	Actuals.	Sanctioned Budget Estimate.	Actuals.	Sanctioned Budget Estimate.	Actuals.	Sanctioned Budget Estimate.	Actuals.	Sanctioned Budget Estimate.	Actuals.	Sanctioned Budget Estimate.	Actuals.	Sanctioned Budget Estimate.	Actuals.	Sanctioned Budget Estimate.	Actuals.	Sanctioned Budget Estimate.
A	1	1	Pay of the Special Judge.	24,000	26,780	24,833	25,560	28,340	26,340	27,000	27,000	22,212	27,600	22,326	27,600	13,867	27,187	18,266	24,000	17,915	15,821	17,434	17,203	These details have not yet been received from the Accountant General.	17,664
B	2	2	Pay of the Special Sub-Judges.	18,800	19,206	19,200	19,200	18,400	19,200	19,365	19,200	16,800	19,200	14,848	19,200	15,758	15,600	12,404	15,600	11,998	15,600	12,000	12,000		12,000
C	11	11	Clerks . . .	6,000	5,949	6,154	5,952	6,416	6,648	6,208	6,648	6,196	6,300	4,564	6,300	2,779	4,770	4,837	4,764	4,914	4,764	4,574	4,764		4,764
D	16	16	Servants . .											1,502		878	1,530	1,524	1,524	1,668	1,524	1,462	1,524		1,524
E	...	...	Travelling Allowance of Officers.	5,756	5,065	5,013	8,400	4,392	8,400	4,881	8,400	4,603	8,400	4,578	5,600	1,434	5,000	3,879	3,500	3,860	4,000	3,453	4,100		4,300
F	...	.	Travelling Allowance to Establishment.	2,779	1,890	1,717	3,000	1,479	3,000	1,905	3,000	1,757	3,000	1,758	2,000	753	2,000	2,280	1,420	2,159	2,000	2,402	2,000		2,300
G		...	Contingent charges .	1,628	1,734	3,364	2,650	3,905	4,644	2,985	4,644	2,587	3,844	2,338	3,660	1,427	3,740	2,389	2,592	2,487	2,460	2,549	2,460		2,680
H	62	41	Pay of Conciliator's Clerks.†	.	...	..	...	3,675	8,928	4,824	8,928	9,430	8,928	5,648	13,536	3,712	9,000	5,186	8,928	5,542	8,928	5,525	8,928		8,928
I	51	40	Pay of Process-servers.‡			...		...	...	1,502	...		4,608	4,617			4,600	4,187		4,254	4,896	4,003	4,896		4,896
J	...	..	Printing . . .		499	458	500	403	500	394	500	379	500	500	500	70	75	61	75	37	75	41	75		75
			TOTAL .	58,963	61,123	60,739	65,262	67,010	77,660	69,064	78,320	63,964	82,380	62,679	78,396	40,678	73,502	55,013	62,403	54,834	60,068	53,443	57,950	...	59,131

* No Budget estimates submitted.

† Sanctioned in 1883.

‡ Sanctioned in 1884.

XXXV.

Statement showing the income from stamps on applications for revision and from institution fees and fees on agreements and certificates from 1879 to 1891.

	1879	1880	1881	1882	1883	1884	1885	1886	1887	1888	1889	1890	*1891	Remarks.
Stamps on revision applications, etc.	*	*	*	*	*	*	*	*	*	*	*	*	1,023	
Institution fees	...	...	...	...	...	1,107	5,808	4,818	4,687	4,141	3,691	3,816	3,360	
Fees on agreements and certificates	...	5,801	11,825	11,920	9,943	10,779	10,312	7,303	7,173	6,430	5,382	5,713	*5,041	
TOTAL	...	5,801	11,825	11,920	9,943	11,886	16,120	12,121	11,860	10,571	9,073	9,529	9,424	

* The records for the years from 1879 to 1890 have been sent to the District Court Record rooms.

XXXVI.

Statement showing total expenditure on Subordinate Judges' Courts.

	POONA.					SATARA.					AHMEDNAGAR.					SHOLAPUR.				
	Salary of Subordinate Judges.	Salary of Establishment.	Contingent charges (A)	Travelling allowance and other miscellaneous expenses.	Total.	Salary of Subordinate Judges.	Salary of Establishment.	Contingent charges.	Travelling allowance and other miscellaneous expenses.	Total.	Salary of Subordinate Judges.	Salary of Establishment	Contingent charges.	Travelling allowance and other miscellaneous expenses.	Total.	Salary of Subordinate Judges.	Salary of Establishment.	Contingent charges.	Travelling allowance and other miscellaneous expenses.	Total.
	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R a. p.	R a. p.	R a. p.	R a. p.	R a. p.
1878 . .	23,606	38,125	5,793	...	67,524	28,048	53,767	2,736	546	85,097	61,576	(B)	(B)	(B)	61,576	13,017 0 0	9,625 15 5	869 8 7	495 6 0	24,007 14 0
1879 . .	23,258	37,918	5,206	...	66,382	32,219	53,967	3,253	470	89,909	60,806	,,	,,	,,	60,806	13,812 14 4	9,714 1 3	827 7 0	725 11 0	25,080 1 7
1880 . .	27,387	38,632	5,988	.	72,007	38,861	51,697	4,176	543	95,277	70,371	,,	,,	,,	70,371	13,267 0 0	9,512 0 0	544 0 0	913 0 0	24,236 0 0
1881 . .	28,800	40,009	7,663	.	76,472	55,368	52,583	4,883	1,501	1,15,355	32,664	50,911	4,996	2,228	90,799	19,998 0 0	10,688 0 0	807 0 0	1,459 0 0	32,952 0 0
1882 . .	26,477	39,103	8,465	...	74,045	29,335	53,819	5,354	2,575	91,083	37,203	51,118	3,402	6,590	98,313	18,453 0 0	11,981 0 0	734 0 0	2,452 0 0	33,620 0 0
1883 . .	28,413	39,241	4,779	...	72,433	28,502	53,716	5,057	986	88,261	32,477	51,249	2,974	6,045	92,745	17,067 0 0	23,902 0 0	3,918 0 0	10,028 7 3	54,915 7 3
1884 . .	28,531	37,980	4,753	...	71,264	36,219	53,513	4,733	1,443	95,908	31,766	50,273	2,389	8,631	93,059	17,009 13 8	25,583 4 0	1,298 11 3	12,811 4 7	56,703 1 6
1885 . .	23,794	38,708	7,106	...	69,608	34,733	53,206	5,480	1,337	94,756	29,515	51,650	2,414	6,439	90,018	20,365 0 0	24,377 0 0	1,764 0 0	537 5 11	49,043 5 11
1886 . .	24,779	38,778	6,441	.	69,998	36,632	53,564	5,482	1,489	97,167	25,621	50,528	1,923	4,727	82,799	22,692 8 5	26,162 2 10	1,324 9 9	682 3 4	50,861 8 4
1887 . .	26,148	38,322	5,742	...	70,212	34,052	52,718	3,802	2,582	93,154	25,469	49,932	2,535	2,607	80,543	24,242 10 9	25,708 3 4	1,639 13 7	11,960 2 3	53,550 7 11
1888 . .	28,935	38,849	5,361	...	73,145	33,370	52,979	4,537	1,986	92,872	26,853	50,500	3,066	3,013	83,432	23,600 11 6	23,069 12 0	4,741 2 0	2,087 9 3	53,499 2 9
1889 . .	26,310	37,755	5,959	...	70,024	32,317	51,642	4,383	1,377	89,719	26,711	49,951	2,953	3,894	83,509	25,221 10 2	22,887 2 9	4,148 11 8	591 6 11	52,257 8 7
1890 . .	26,543	38,493	6,798	...	71,834	32,679	51,445	4,564	1,243	89,931	22,965	50,512	2,736	5,024	81,237	25,948 1 11	23,094 11 0	3,446 10 5	260 14 0	52,750 5 4

(A) The cost of new buildings has been omitted. Under contingent charges is included the expenditure on travelling allowances, etc.
(B) Information not available

XXXVII.

Statement showing receipts of Subordinate Judges' Courts.

Year.	Court-fees.	Process-fees.	Other Receipts	Total.	Court-fees	Process-fees	Other Receipts	Total.	Court-fees.	Process-fees.	Other Receipts	Total.	Court-fees.	Process-fees.	Other Receipts.	Total.
	POONA				SATARA.				AHMEDNAGAR.				SHOLAPUR.			
	R	R	R	R	R	R	R	R	R	R	R	R	R a. p.	R a. p.	R a. p.	R a. p.
1878	(A)	(A)	(A)	98,109	(A)	(A)	(A)	99,079	86,578	(A)	(A)	86,578	(B)	(B)	(B)	(B)
1879	"	"	"	75,731	"	"	"	95,214	82 583	"	"	82,583	"	"	"	"
1880	"	"	"	57,301		"	"	48,078	44,341	"	"	44,341	"	"	"	"
1881	46,750	20,435	908	68,093	38,908	17,538	255	56,701	32,859	12,818	354	46,031	27,211 0 0	9,306 0 0	208 0 0	36,725 0 0
1882	43,106	16,456	740	60,302	33,574	20,227	323	54,124	29,948	13,327	310	43,585	18,557 0 0	7,594 0 0	303 0 0	26,454 0 0
1883	40,197	14,939	788	55,924	31,631	18,950	809	51,390	34,399	12,115	356	46,870	18,781 0 0	8,751 0 0	303 0 0	27,835 0 0
1884	40,775	16,300	1,769	58,844	39,221	19,425	633	59,279	37,722	12,919	576	51,217	26,470 0 0	11,001 0 0	390 12 0	37,861 12 0
1885	52,559	16,153	1,739	70,451	44,748	17,590	1,012	63,350.	40,997	15,443	487	56,927	25,831 0 0	10,187 0 0	254 0 0	36,272 0 0
1886	43,181	17,138	1,098	61,417	48,142	19,769	1,045	68,956	44,388	15,490	848	60,726	27,578 5 0	9,795 14 0	489 0 0	37,863 3 0
1887	44,012	14,745	643	59,400	39,395	18,742	628	58,765	42,842	16,024	549	59,415	24,688 2 0	10,317 6 0	579 0 0	35,584 8 0
1888	46,257	16,496	1,242	63,955	48,476	17,609	859	66,944	37,533	15,477	897	53,907	25,378 2 0	8,607 1 0	413 0 0	34,398 3 0
1889	47,298	16,960	3,087	67,345	39,355	16,530	1,693	57,578	40,314	14,781	1,181	56,276	24,051 13 0	9,143 11 0	775 10 8	33,971 2 8
1890	56,732	18,751	2,263	77,746	40,794	15,683	2,040	58,517	43,529	14,741	1,692	59,962	27,461 4 0	8,792 13 11	869 7 4	37,123 9 3

(A) Details not available.

(B) Information not available

APPENDIX V.

I.

Statement showing the amounts of Agricultural Loans made by Government.

POONA.

Year.	For Wells.	For Bullocks and Seed.	Forage.	Remarks.
	R	*R*	*R*	
1875-76	775	560	165	
1876-77	33,890	45,613	...	
1877-78	770	...	...	
1878-79	*Nil*	175	...	
1879-80	...	455	...	
1880-81	...	...	...	
1881-82	125	...	...	
1882-83	...	...	...	
1883-84	...	...	...	
1884-85	...	...	...	
1885-86	...	...	...	
1886-87	1,000	...	...	
1887-88	...	...	...	
1888-89	...	...	...	
1889-90	...	...	...	
1890-91	...	...	...	

AHMEDNAGAR.

Year.	For Wells.	For Bullocks and Seed.	Forage.	Remarks.
	R	*R*	*R*	
1875-76	5,690	...	...	
1876-77	20,025	...	...	
1877-78	700	7,303	...	
1878-79	1,350	3,782	...	
1879-80	2,250	6,540	...	
1880-81	1,300	4,630	...	
1881-82	2,515	5,705	...	
1882-83	17,139	6,420	...	
1883-84	4,016	3,375	...	
1884-85	2,706	2,250	...	
1885-86	1,726	1,075	...	
1886-87	1,155	1,475	...	
1887-88	950	800	...	
1888-89	756	9,725	...	
1889-90	910	4,490	...	
1890-91	650	2,800	...	

Statement showing the amounts of Agricultural Loans, &c.—contd.

SHOLAPUR.

Year.	For Wells.	For Bullocks and Seed.	Forage.	Remarks
	₹	₹		
1875-76	6,405	...	Not given.	
1876-77	32,483	...		
1877-78	300	91,656		
1878-79	1,000	8,120		
1879-80	1,590	1,370		
1880-81	388	1,879		
1881-82	200	335		
1882-83	545	630		
1883-84	...	220		
1884-85	5,473	575		
1885-86	8,379	677		
1886-87	3,038	290		
1887-88	5,525	1,694		
1888-89	2,215	988		
1889-90	2,965	390		
1890-91	2,300	...		

SATARA.

Year.	For Wells.	For Bullocks and Seed.	Forage.	Remarks.
	₹ a. p.	₹		
1875-76	3,506 12 0	...	Not given.	
1876-77	18,195 0 0	9,069		
1877-78	50 0 0	7,190		
1878-79	1,050 0 0	2,045		
1879-80	200 0 0	8,937		
1880-81	855 0 0	8,735		
1881-82	854 7 5	1,356		
1882-83	1,410 0 0	2,450		
1883-84	150 0 0	290		
1884-85	1,395 0 0	460		
1885-86	568 0 0	685		
1886-87	Not given.			
	₹			
1887-88	1,233			
1888-89	1,650			
1889-90	Not given.			
1890-91	Ditto.			

II.

Statement showing the Average Prices realized in sales of land in execution of Civil Court Decrees.

Year.	Area of land sold.	Assessment.	Amount of mortgage lien.	Amount of sale-proceeds.	Total.	Proportion of price to assessment.	Remarks.
1	2	3	4	5	6	7	8
		POONA.					
	A. g. a.	*R a. p.*	*R a. p.*	*R a. p.*	*R a. p.*		
1882 to 1885	.....	.....	.....	.....	.....	.....	Information not available.
1886	537 32 11	438 11 2	978 13 1	12,888 10 2	13,867 7 3	31·65	
1887	633 38 4	371 1 10	535 7 6	7,861 8 2	8,396 15 8	22·63	
1888	501 10 8	380 0 9	.....	12,845 11 3	12,845 11 3	33·80	
1889	348 14 15	242 12 2	776 9 6	6,815 0 8	7,591 10 2	31·36	
1890	462 17 11	357 8 2	264 0 0	11,201 8 10	11,465 8 10	43·42	
1891	981 27 2	579 8 0	250 0 0	15,596 0 0	15,846 0 0	27·54	
		AHMEDNAGAR.					
1884	562 0 0	...	.....	3,904 0 0	3,904 0 0	...	* Information not available.
1885	600 23 12	..... *	.....	5,261 12 0	5,261 12 0		
1886	1,396 18 13	897 0 11	4,452 4 6	11,337 12 0	15,790 0 6	17·6	
1887	1,193 29 6	803 7 2	2,540 13 0	11,162 1 11	13,702 14 11	17 05	
1888	1,340 8 12	969 8 3	2,422 0 0	15,832 4 10	18,270 4 10	18 82	
1889	1,291 38 14	848 0 3	1,349 0 0	13,810 9 0	15,159 9 0	17 87	
1890	1,228 37 4	873 3 3	700 0 0	10,353 9 6	11,053 9 6	12·66	
1891	927 33 4	741 4 6	.....	11,795 7 6	11,795 7 6	15 9	

Statement showing the Average Prices realized in sales of land in execution of Civil Court Decrees—contd.

Year.	Area of land sold.	Assessment.	Amount of mortgage lien.	Amount of sale-proceeds.	Total.	Proportion of price to assessment	Remarks.
1	2	3	4	5	6	7	8
			SHOLAPUR.				
	A g. a.	*R a. p.*	*R a. p.*	*R a. p.*	*R a. p.*		
Government 1886	210 36 0	134 4 0	...	3,786 0 0	3,786 0 0	28	
Government 1887	399 19 0	281 0 8	368 0 4	5,969 15 0	6,337 15 4	22	
Government 1888	345 9 0	193 14 10	515 4 11	6,633 13 9	7,149 2 8	36	
Government 1889	467 28 0	336 12 0	4,559 7 11	11,200 0 0	15,759 7 11	46	
Government 1890	311 21 0	199 5 4	...	3,347 0 0	3,347 0 0	17	
Government 1891	533 15 0	382 0 0	...	5 911 4 0	5,911 4 0	16	
Alienated . . 1889	94 0 0	86 0 0	...	2,118 8 0	2,118 8 0	24	
			SATARA.				
1881	154 17 0	88 8 0	..	761 0 0	...	...	As the amount of the mortgage liens is not given, the ratio of the price really fetched to the assessment cannot be calculated.
1882	174 8 0 1 10 0	278 14 4 7 8 0	...	2,061 15 0 947 12 0	...	...	
1883	190 35 0	236 6 4	..	5,432 11 0	...	...	
1884	168 27 0	173 11 0	...	3,473 12 0	...	...	
1885	216 13 0	297 2 10	..	8,241 1 4	...	...	
1886	314 31 0	472 3 8	. .	9,770 12 0	...	...	
1887	189 32 0	278 4 0	.	6,007 9 8	...	...	
1888	157 5 0	254 8 5	...	7,039 4 4	...	...	
1889	407 29 0	655 7 8	...	1,177 13 6	...	...	
1890	572 17 0	663 7 4	...	7,000 3 0	...	...	
1891	154 30 0	250 9 4	...	8,589 11 0	...	..	

III.

Statement showing the manner in which decrees against land transferred by the Civil Courts to the Collector for execution have been disposed of during the years 1882—91.

Year.	Number of decrees disposed of						
	By mutual agreement.	By private sale, etc., authorized under section 305 of C. P. Code, Act XIV of 1882.	By raising the amount of decree by letting in perpetuity or for a term on payment of a premium.	By raising the amount of the decree by mortgaging the whole or any part of the property ordered to be sold.	By sale of the property ordered to be sold or so much thereof as necessary.	Return to Civil Courts.	Total.
1	2	3	4	5	6	7	8
			POONA.				
1882	72	...	...	...	55	25	152
1883	102	...	5	...	72	173	352
1884	94	...	2	...	65	6	167
1885	145	...	1	..	47	...	193
1886	130	...	...	...	63	50	243
1887	169	...	...	...	61	52	282
1888	206	...	..	...	63	75	344
1889	302	...	2	...	48	72	424
1890	314	...	...	...	63	85	462
1891	305	...	2	...	85	94	486

Statement showing the manner in which decrees against land transferred by the Civil Courts to the Collector for execution have been disposed of during the years 1882—91—continued.

Year.	Number of decrees disposed of						Total.
	By mutual agreement.	By private sale, etc., authorized under section 305 of C. P. Code, Act XIV. of 1882.	By raising the amount of decree by letting in perpetuity or for a term on payment of a premium.	By raising the amount of the decree by mortgaging the whole or any part of the property ordered to be sold.	By sale of the property ordered to be sold or so much thereof as necessary.	Return to Civil Courts.	
1	2	3	4	5	6	7	8
			AHMEDNAGAR.				
1886	79	...	1	1	79	26	186
1887	93	...	5	1	69	64	232
1888	121	...	3	7	66	51	248
1889	138	...	...	3	96	53	290
1890	150	...	2	1	71	66	290
1891	157	1	2	5	67	63	295
			SHOLAPUR.				
1886	31	...	...	...	14	11	56
1887	73	1	1	...	30	5	110
1888	80	2	1	...	28	12	123
1889	57	3	...	...	19	6	85
1890	55	1	1	4	16	7	84
1891	59	2	1	...	16	9	87

Note.—Information for Satara not available.

APPENDIX VI.

EXTRACTS FROM THE ANNUAL ADMINISTRATION REPORTS FROM 1875-76 to 1890-91, SHOWING THE GENERAL MATERIAL CONDITION OF THE DISTRICTS AND THE PEOPLE.

FOONA DISTRICT.

1875-1876

The general condition and prospects of my charge in a material point of view are decidedly unsatisfactory; nor can I help feeling apprehensive for the future of the Deccan Collectorates, unless remedial measures are timely taken. I refer not merely to the distress of the cultivating classes owing to their indebtedness to money-lenders; this I venture to think is one symptom of the malady.—(*Mr G. H. Johns in the report on Khed, Junnar, and Mawal taluqas*).

The general condition and prospects of my charge in a material point of view are favourable. . . . The Kharakwasla Canal, when completed will, in a considerable part of the (Bhimthadi) taluqa, compensate for the scanty and uncertain rainfall, but the indebtedness of the ryot is a much more difficult subject to deal with. At one time there appeared a possibility of matters being adjusted between the cultivators and their creditors through the influence of some committees which were established in the principal towns of the taluqa; but partly from the distrust of both sides in the arbitrators, and partly from the difficulty of arranging a compromise between two parties, one of which has nothing but encumbered land which he won't alienate and which his creditors dare not receive to meet the claims of the other amounting, on paper, to perhaps four times the value of the said land, little or nothing has been done, and I fear that Government officers, unless armed with extraordinary powers for making a settlement binding on both parties, can do very little. Both parties are anxious to come to terms: the sahukar fears for his personal safety, and the ryot for his holding; and an officer empowered to call for evidence and pass a decision, against which there was no appeal, would be able to settle most of the cases by ordering the debtor to pay his creditor a certain sum per annum through a prescribed channel, and perhaps to give up a part of his land. I fear, however, that many years would not elapse before matters reverted to their present position, the defect being inherent on the system which gives full proprietary rights in land to a class of persons ignorant and improvident and brought into contact with clever and unscrupulous money-lenders.—(*Mr. C. G. W. Macpherson on Haweli, Bhimthadi, and Purandhar taluqas*).

In Sirur the money-lenders are chiefly Marwaris, and are looked on with dislike by all classes who resent the prosperity of these strangers who come into their midst as paupers and are now living on the fat of the land. The spirit of animosity which showed itself in the riots last year is only now kept down by the fear of punishment and the hope that Government is going to give the cultivators some speedy relief. In Indapur Marwaris are less numerous, and the money-lending classes (Brahmins and other inhabitants of the country) are both disliked less and are less pitiless in their money dealings. In Indapur the cultivators are highly improvident, and show no energy in making the best of their land. Ploughing is frequently wantonly neglected. The cultivators feel that they are entirely dependent on the rainfall. If it is good, they reap a harvest without having laboured for it. If bad, their money and labour are thrown away, and they are on a par with those who are content to throw their seed into the ground.—(*Mr. E. C. Osanne, on Sirur and Indapur*).

There has been no change for the better in the condition of the cultivating classes. . . . I can only repeat that they are generally overwhelmed with debt, and are gradually losing their land, which is passing into the hands of their creditors. This makes the collection of the revenue a more difficult task every year, and no reduction of the assessment is likely to afford any permanent relief.—(*Mr. G. Norman, Acting Collector, on the district*).

1876-77.

The general condition of the people cannot be considered satisfactory. The whole of Indapur and Bhimthadi, half Sirur, and considerable portions of Purandhar and Haweli have been devastated by a famine, the like of which has not been known within living memory. The effects of this famine will be felt for many years to come. The poor cultivators have lost nearly all their cattle, and those who occupy garden land have with difficulty been able to cultivate a much smaller area than usual. The people themselves have suffered much from scanty and unwholesome food, and when the history of the famine comes to be written it will no doubt be found that the mortality has been far larger than usual.—(*Mr. G. Norman, Acting Collector, on the district*).

The general condition and prospects of my charge in a material point of view are far from satisfactory. The ryots are, as it is known, very much involved in debt, and their position to a great extent has of late been made more difficult by the Baniyas and other sahukars withholding further advances, because they found that a ryot after paying the Government revenue and maintaining himself and his family,

had very little left in the shape of savings to pay off his old debts and thus to keep up his credit. During the current year the tightness on the part of Baniyas was very much complained of by the ryots, especially in the Mawal taluqa, and I learned that this tightness was owing to the Baniyas not getting sufficient return for their old debts.—(*Mr. Balaji Gangadhar, Deputy Collector, on Junnar, Mawal, and Khed*).

In both taluqas (Sirur and Indapur) the ryots are deeply involved. The money-lenders have in many instances become large landed proprietors. In Sirur one man has land assessed at about ₹3,000 in his name. Two or three others have over ₹1,000. In Indapur the money-lenders have been more chary in allowing their names to be entered as occupants. The custom is more to leave the land in the occupancy of the former owners, and to cultivate the land through their instrumentality as yearly tenants. This extensive indebtedness has not only the result of a gradual but certain deterioration in the condition of the ryot, but also makes him less anxious to improve his land. Already improvident he has become indolent. It is a fact that even under favourable circumstances, either resulting from good rainfall or from the possession of garden land, little energy is shown in making the best of them.

I do not yet think that the spirit of animosity, such as that which was exhibited during the riots of 1875, has disappeared. It has been kept down by the distresses of the drought. The selfish conduct of the sahukar landlords has not tended to diminish the hatred of the ryots against them. Many sahukars were impoverished by the riots and some have left the country. It would, however, be an irreparable loss to the ryots were all to leave, but the assistance of Government is anxiously looked for, and some result from the Poona Riots Commission awaited.—(*Mr. E. C. Ozanne, C.S., on Sirur and Indapur*).

1877-78.

The condition of the people cannot be considered satisfactory. In the eastern taluqas there has been a succession of three bad seasons, one of which was a year of absolute famine. The returns from the Registration Department show that the people have exhausted their credit, and that they can no longer borrow on the security of their land. They are, therefore, dependent on their annual crops for the payment of the land assessment, and for feeding themselves and their families. When these fail they are reduced to selling their bullocks and household goods, and as a last resource are driven to the relief works.—(*Mr. G. Norman, C.S., Collector, on the district*).

The general condition of the people is not prosperous. The districts which constitute my charge were, with the exceptions already noted, outside the famine area of 1876-77, but the harvest that year was indifferent, and this year, if anything, yet more.—(*Mr. A. Keyser, C.S., on Junnar, Mawal, Khed, and Haweli taluqas*).

1878-79.

Another season has now passed, and though not absolutely a bad year it was not sufficiently good to enable people who had fallen behind the world to recover the ground which they had lost. . . . . Mawal, Haweli, Khed, Junnar, Purandhar are well enough off, and so except in parts are Bhimthadi and Sirur; but in Indapur the state of things is very different. Here three bad years, one of which was a year of absolute famine, have resulted in the emigration of a large part of the population, leaving the villages half deserted, in the death of most of the cattle, and in half the arable area lying waste. There are certain well-to-do people certainly who have been able to outride the storm, and who have the means to outlive a bad season whenever it may occur; these go on cultivating. . . . . For the rest of the people I see nothing for it but to keep the Nira Canal Works open. They cannot cultivate as they have not the means; they cannot borrow from the sahukar as they have lost their credit, and it would be foolish to borrow from Government, and unwise on the part of Government to lend money, seeing that the rainfall, and therefore the chance of a good crop, is so uncertain.—(*Mr. J. G. Moore, Collector, on the district*).

My enquiries in connection with the License Tax convinced me that the trading classes have suffered very heavily since 1875. The feeling of insecurity consequent on the riots of that year, and the raids of Honia's gang have driven many of them from the outlying villages to local centres, and cramped their efforts to collect their debts. Their clients having suffered from a succession of bad years little money has been collected, while the purchasing power of the ryots has naturally been considerably reduced, and dealers in cloth, oil, groceries, and other commodities consumed by the agricultural population have been serious sufferers. I found nearly every money-lender with sheaves of time-expired bonds, whose recovery he considered hopeless and which had not been renewed. Several had been reduced from considerable affluence to a hard struggle for subsistence and not a few had been ruined outright.—(*Mr. A. Keyser, C.S., on Junnar, Mawal, Khed, and Haweli*).

The general condition and prospects of my charge . . . . are not good. A good rainfall . . . . did not, indeed, fail us this year, but the outturn of crops fell far below what it ought

to have been, and though in Purandhar and Sirur and parts of Bhimthadi the condition of the people has somewhat improved, in Indapur the people are as badly off as ever.—(*Mr. W. P. Symonds, C.S., on Bhimthadi, Purandhar, Indapur and Sirur*).

1879-80.

The people generally have nothing to complain of, but in the easternmost portion of the district, *viz*, Indapur and part of Bhimthadi, their condition is very near pauperism. However, they have the land which, if the seasons return to their normal character, will yield abundance for the reduced population now left upon it; and as agriculture at present offers the only investment for capital, it may be expected that Indapur will recover the prosperity which it had reached before the famine, and if no unusual caprice of climate disturbs its progress. The general insolvency of the cultivators in the eastern districts has reacted upon the smaller money-lenders, many of whom have been ruined; as this class dealt most largely in the speculative business encouraged by our civil law and procedure, it may be expected that under the new law many will not be able to resume business. This will not affect the general credit or make money any dearer to the respectable solvent ryots.—(*Mr. J. B. Richey, C.S.I., on the district*).

1880-81.

The general condition of the people has improved during the last three years, which have been favourable. The central and western portions of this district have never suffered severely from drought or famine, although of course they felt the pressure of high prices; but in the eastern taluqas the struggle was hard: many succumbed to disease, and many lost their lands and their positions as cultivators, they have neither the ready money nor the credit to attempt cultivation on their own behalf again . . . the remainder of the eastern population who, having means or credit, retained their land, have almost recovered from the effects of the famine, and are doing well.—(*Mr. J. G. Moore, C.S., Collector, on the district*).

My experience under the Land Acquisition Act shows me that there is scarcely a field in the district which is held unencumbered by the man in whose name it is entered in the village accounts, and the comparatively enormous numbers of Guzars and Marwaris in the Sirur and Mawal taluqas only point out too surely the helpless state in which as a rule cultivators have fallen; for if the Marwaris deal ostensibly in rice and salt and keep the usual village shop, they add to it the much more important branch of trade, *viz.*, that of ministering to the pecuniary wants of the ryots till they have them helplessly in their power.—(*Mr. A. B Steward, C.S., on Haweli, Mawal, Junnar and Khed*).

1881-82.

The general condition of the people has improved. They are gradually recovering from the effects of the famine. The last three years have been fairly good, and grain has been cheaper and cattle have increased. . . . If the Kunbi was a provident man he would keep his grain in store to meet hard times, or until prices rise, and he could sell it at advantage . . . But he will not do so; he is improvident . . . and he prefers to raise money (which he spends immediately) at low prices than to keep his grain in store till the market value increases.—(*Mr J. G. Moore, C.S., Collector, on the district*).

The general condition and prospects of my charge would be full of promise if it were not for the money famine of which I see symptoms everywhere. Notwithstanding the undoubted progress in many ways, I find complaints of uncommon tightness of money, and this, I believe I am right in saying, affects more or less all classes of the community.—(*Mr. H E. Winter, C.S., on Haweli, Mawal, Junnar and Khed*). .

Purandhar suffered but little in the famine. The general recovery of that taluqa has been complete. In the rest of my charge (Indapur, Bhimthadi and Sirur) the effects of the famine are still felt. Many of the villages in the eastern parts of Bhimthadi are even now but sparsely inhabited, and in Indapur most of the smaller villages are entirely depopulated. . . . As a rule "bagait" is the only form of cultivation which is carried on. All the higher land has been deserted for years . . . So desolate is much of the country that herds of cattle, grown wild since the famine, wander about unmolested over parts of the taluqa.

. . . . . .

There are nevertheless many signs that the ryots in my charge are not in so depressed a condition as is usually supposed, and further, that a slow improvement is going on.—(*Mr. C. H. Jopp, C.S.*).

1882-83.

In my report for last year I stated that the condition of the people generally had improved and now I am glad to state that the improvement still continues. The past year has, on the whole, been a good one, and it has followed on three good years, the crops generally have been good; grain has been plentiful and fairly cheap, and labour has commanded good prices.—(*Mr. J. G. Moore, C.S., Collector, on the district*).

The tightness of money . . . still prevails, though I have observed with pleasure that here and there new wells have been sunk by the people . . showing that a certain amount of capital or credit is available and persons with good security can always borrow.—(*Mr. H. E Winter, C.S., on Haweli, Mawal, Junnar and Khed*).

The population has almost regained its normal state, and there is not, so far as I could ascertain, any great scarcity of cattle. To me, who last visited the district in 1877, the present condition of the people, if not absolutely satisfactory, shows a recuperative capacity which is highly so. In Indapur many persons who had emigrated (chiefly to the Berars) in 1876-77 were returning when I was in the taluqa, and the Mamlatdar is inundated with applications to occupy waste assessed land.—(*Mr. A. Keyser, C.S., on Bhimthadi, Purandhar, Inaapur and Sirur*).

1883-84.

During the past year the people have not deteriorated, and, owing in a great measure to the favourable season following on previous good years, have been fairly well off. No marked increase of material prosperity has been observed.—(*Mr. H. E. Winter, C.S., Acting Collector*).

1884-85.

So far as my memory serves me, the labouring classes and agriculturists generally are at least as well off as they were seventeen or eighteen years ago; in fact, they strike me as being more prosperous. A population mainly agricultural, with frequently either soil or rainfall, and in some cases both, against them, cannot be expected to be opulent or to have a high standard of comfort; but such as it is, they are, I think, fairly successful in reaching it.—(*Mr. W. A. East, C.S., Acting Collector*).

1885-86.

The general condition of the people has not varied materially from that described in my last year's report, to which I have nothing to add. They are fairly prosperous, considering that agriculture is for the large majority the sole means of livelihood, and that in a considerable portion of the district the soil is of moderate quality, and the rainfall precarious.—(*Mr. W. A. East, C.S., Acting Collector*).

1886-87.

The general condition and prospects of the district continue much as usual. In the eastern taluqas the ravages of the famine have been to a great extent effaced, but the difference between them and the western taluqas is, and must always remain, well marked. But the latter taluqas are more thickly populated, and the struggle for existence is just as keen.—(*Mr. W. P. Symonds, C.S.*).

1887-88.

A succession of good years has, I think, placed the people in a fairly prosperous condition. I found the Indapur taluqa, which was depopulated by the famine, quite recovered from its effects. There is a great demand for land to cultivate ... ... (*Mr. G. W. Vidal, C.S., Acting Collector*).

1888-89.

The outlook depends entirely on the sufficiency or otherwise of the rainfall for the next rabi harvest. The kharif harvest is small in the taluqas most affected by the scarcity of this year, but if the rabi fails it will undoubtedly be necessary to organise assistance to the people of Indapur and Bhimthadi During the year under report their resources have mostly been exhausted, and they have now nothing to fall back upon —(*Mr. E. L. Cappel, C.S, on Bhimthadi, Purandhar, Indapur and Sirur*).

1889-90.

As regards the general condition of the cultivating classes they are, in my opinion, in a fairly prosperous condition. Judging from the results of the working of the Deccan Agriculturists' Relief Act during the last decade, it has, I find, tended to improve the material condition of the ryots, because it has freed some of them from a heavy load of debt. But some small money-lenders have been ruined and their credit generally weakened. An examination of the accounts written on the subject in annual Administration Reports discloses a gradual improvement in the condition of the masses. The burden of debt has decreased and is decreasing, and the acquisition of land by sahukars has been considerably checked. One bad result of the working of the Act is ..... inevitable, *viz.*, sahukars now lend money to the ryots on obtaining deeds of sale in lieu of mortgages as previously, oral agreements being made for the restoration of the land on the repayment of the debt. But the latter are never fulfilled, and the consequence is that the ryots lose their lands.

Gradual improvement in the condition of cultivators is also evidenced by the fact that land revenue is more easily collected, outstanding balances are usually smaller, and irrecoverable balances comparatively less. I concur with Mr. Cappel in the remarks about the general status of the people. Great improvement is observable in the standard of living. Substantial houses are springing up in all parts of the district, which is a sure sign of prosperity.—(*W. A. East, C.S, Collector*).

1890-91.

I have had no connection with a Deccan district for eighteen years, but it certainly seems to me that the ryot is on the whole better off than he was. I was particularly struck with the quality of the cart cattle along the main roads; they seemed to be better nourished than they used to be. I am afraid that the Deccan Agriculturists' Relief Act has not succeeded, and is not likely to succeed, in making the ryot independent of the sahukar, but I do think that his standard of living has been raised.—(*Mr. G. Reid, C.S., Collector*).

AHMEDNAGAR DISTRICT.

1875-76.

Discontent to a great extent prevails among the agricultural population, and though they have received a lesson as to the inutility of open rioting, yet if nothing is done to ameliorate their condition and remove the evils they are suffering from it cannot be doubted that their discontent will increase and will speedily again manifest itself next time probably in some form more difficult to deal with than was the case last year.

Everywhere in my three months' tour I was beset by petitioners all with the same complaint "that they had paid all they had borrowed with "interest over and over to the sahukar, and yet "that now he was robbing them of their ancestral "land." The fact is that the knowledge that some sort of inquiry is being made by Government into these matters has served (as was to be expected) only at present to make the sahukars more exacting and to render the sufferers more discontented and impatient than ever.

In any complication that may arise it will be always the more difficult to deal with these agriculturists, because they have a real grievance and not a merely imaginary one to put forward, and this grievance is one of huge and increasing magnitude touching them in what they have always held most dear.

It is no use to say that their own folly and improvidence have brought all these evils on them. This is quite true in a sense, but it is no less true that those evils would not have come upon them, or would have attained nothing like their present magnitude, had there been no civil courts in the land.

Left to themselves, public opinion and their common necessities would have obliged those who could pay their just debts to the sahukars to do so, while checking the extortions of these latter; but our over-refined civil court system, along with the various complications introduced by our Stamp and Registration Laws, have given all the advantages in the contest to the side of the sahukar, so that these uneducated cultivators have not and know they have not a chance of getting justice done them in the unequal struggle in which they find themselves duped and cheated at every turn.—(*Mr. H. B. Boswell, Collector*).

1876-77.

The general condition of the people has been so fully described by my predecessor in previous reports that it is needless for me to enter at length into the subject. I will merely content myself by stating that the distress of the last season has added considerably to the evils from which the agricultural classes have hitherto suffered, and I am afraid, taking into consideration the number of cattle that have died and the other losses which the people have suffered, that it will take some years before the majority of the ryots, without independent means, will be able to do well as an agricultural class. The labouring classes have also greatly suffered, but their condition cannot be said to be so bad as that of the cultivators, as with the prospects of a favourable season they will be able to better themselves in their own line as formerly. I should add that I do not wish to endorse Mr. Boswell's conclusions on this burning question, and I suspect that the ryots can agitate after their own fashion better than we have hitherto imagined they could.—(*Mr. H. E. Jacomb, Acting Collector*).

1877-78.

I have endeavoured to ascertain by inquiries from the people themselves and from my experienced assistants the true condition of the people, but it is impossible not to form involuntarily many impressions from contrast with the condition of the people in the more favoured districts of the presidency. Contrast, not always a bad criterion, is certainly not in favour of the condition of this district, none of the villages I have yet seen being able to compare in point of prosperity with the generality of the villages of the Southern Maratha country. The famine of 1876-77 was worst in the southern talukas of the Collectorate, and although during the year under report there was an improvement in the crops of those taluqas the results of the calamity are still apparent in the number of tumble-down houses to be seen in every village, the occupants of which (such is the universal tale) emigrated and have never returned. The northern taluqas did not suffer so severely in the famine of 1876-77, but last year the crops generally failed, and want of fodder drove many ryots to emigration with their cattle. Many poor cultivators lost their cattle and will be obliged to borrow to replace them. If the ryots in these districts were notoriously indebted to the sahukars previous to the famine, it may be imagined that their burden of indebtedness has largely increased in their endeavour to weather out the hard times without relinquishing their occupancies altogether. A great deal of attention has been paid by this office to the carrying out of the provisions of the Civil Procedure Code with regard to the protection of ryots from sale of their lands, attention to which was specially drawn in Government Resolution in the Reve-

nue Department, No. 6510, dated 31st October 1877. Many attempts at arrangements have been made, but in a few instances only has success been obtained, owing to the obvious difficulties underlying such settlements. Great exertions have also been made by appeals to the Civil Courts to postpone sales of ryots' lands at times when they would be likely to go for a mere song, and those appeals have been generally responded to in a liberal manner, and sales have been held over in a number of instances until the prospects of the present monsoon have been ascertained.—(*Mr. T. H. Stewart, Acting Collector*).

1879-80.

I may safely report that the general physical condition of the people has much improved since last year. I was surprised, when I joined the district, to find so little emaciation noticeable, and, if the almost entire disappearance of the ghastly spectres which were to be found here and there during last monsoon and the prevalence generally of well-nourished frames is a sign of improvement, I think I am entitled to say that the damage done by the famine to the health of the people has been repaired. This is no doubt due in great measure to the comparative cheapness of grain, for though the harvest was indifferent, the food markets were so well supplied by imports that the prices were not so adversely affected by the seasons as they would have been if the district had been obliged to rely entirely on its own resources. The impression left upon my mind after a tour through a large section of the district was favourable to the conclusion that there is a very fair share of material comfort still left to the ryot, who is willing to live the simple frugal life which sufficed his predecessors. I did not detect any traces of destitution or of that hopeless surrender to misfortune, which is said in many places to be characteristic of the Deccan ryot at the present day. I found a population far better clothed than that with which I first formed acquaintance in a neighbouring district nearly twenty years ago—a population vigorous and strong, and if the absence of serious complaints is a criterion, tolerably well contented.

I have been somewhat puzzled to know how to reconcile the tolerably contented state of the people, as far as I can gauge it, with the existence of a depreciation in credit, which must give great anxiety to all but those who are blessed with a fair amount of capital. This depreciation is due to the unwillingness of the sahukars to make advances in the recovery of which they may be obliged to submit to the terms of the Deccan Agriculturists' Relief Act. I am credibly informed that this unwillingness, which is very general, is keenly felt by the great body of the people, and I am disposed to think that the disquietude which it must engender is only checked by the expectation that a compromise of some sort must shortly be looked for in the interests of all parties. There is certainly less popular excitement on the subject of the Relief Act than I had anticipated, and I have little doubt that, under cover of the calm, many devices have been matured by which the law shall be evaded. One of these is notably the sale by the cultivator of his holding to the creditor but without transfer of possession, though the terms leave the cultivators nothing but a tenancy. I am informed that these are becoming more usual, and if this should be the case it would seem as if the Act were likely to precipitate the catastrophe it was created to avert, by effecting a speedy transfer of the lands from yeoman to the usurer. It is, however, almost too soon to forecast what the effect of the new law will be, and I need not allude to it further in this place.

As during the year the poorer ryots have been almost precluded from obtaining advances from the sahukars owing to a general depreciation of credit, the fact that the balances are not larger is, I venture to hope, one for congratulation.

I have no fear about the realization of these balances if the season proves favourable, and trust that Government will not think me unduly sluggish if I give the defaulters time to reap their kharif harvests before putting serious pressure on them.—(*Mr. J. King, Collector*).

1880-81.

No person who has been here during the past two years and has paid any attention to the condition of the people, as evidenced either by physical development or the character and quality of their clothing and environment, can fail to remark a very decided change for the better. The progress reported last year in their respect has been fully maintained, and a proportional advance has been made. This is not to be wondered at when it is remembered that the price of grain has been lower lately than it has been for fifteen or twenty years, while no proportional fall in wages has tended to make the lowered cost of living an empty boon. The labouring class has, therefore, had everything in its favour during the past year, in spite of the scanty employment provided for them by a deficient harvest in some taluqas. The effect of this last misfortune was, moreover, curiously minimized, for, owing to the extremely capricious character of the rainfall, it was not difficult for those who could get no work in their own villages to find a market for their labour among their neighbours; so that, as a matter of fact, the supply of labourers available for the service of the Public Works Department, even in the taluqas where the failure of crops was most

complete, was less, and not greater, than the demand; while there was no increase in crime leading to the belief that it was resorted to in preference to honest labour. Having regard, then, to the healthy and prosperous appearance of all classes, to the absence of conspicuous mendicity, to the restricted demand for employment, and to the absence of crime, I think I may safely report that, at least as far as the labouring class is concerned, the effects of the famine are no longer visible. As regards the class immediately above them, however, the conditions are not identical. The fall in the price of grain, which has occurred simultaneously with a harvest nowhere very plentiful, and in some places all but a total failure, has been most unfavourable to the small farmers, and if they had not been protected by Act XVII of 1879, which has secured them from the importunities of their creditors, it would have been very difficult for many of them to satisfy the Government demand and retain enough to support their families. The year was one of great anxiety nearly everywhere, and if the land revenue realizations may, I hope, be considered respectable, it must not be forgotten that they could not have been carried on in some taluqas side by side with the legal recovery of debts by ordinary process without the infliction of grievous hardship on the occupants of the soil; and that the actual prosperity of the occupants under these circumstances can no more be inferred from the comparative punctuality with which the land revenue has been paid than the prosperity of the money-dealing class can be assumed from the fact that they gave little trouble to civil courts, which were virtually closely against them. The position of the great majority of cultivators may be described as improved only if it is assumed that the difficulties now thrown in the way of the money-lender will induce him to take a small fraction of his claim as payment in full, and the cultivator will be able to get a money-lender to trust him should he find himself hereafter face to face with an emergency. He has hitherto looked to the village banker, but I am very generally told now that the village banker is on the high road to bankruptcy, and there is nothing irrational in the idea. I believe it to be the fact that the only cultivators able to obtain advance are those whose credit stands so high that they may be eliminated from the class whom Act XVII was passed to benefit. Such men deal with the bankers of proportional substance and respectability, and the events of the past year, so far as they have been controlled by incidents and occurrences in this district, are not likely to have made much difference in their position; but in the case of the small bankers, I fear, it will be found that their business has been generally suspended. So long as the cultivators can pay their assessment and provide for their families out of the year's harvest, or such small savings as they may have scraped together, the necessity for the village banker does not come prominently to the surface, but I think the condition of a population very critical when the occurrence of some calamity, like a famine, might reduce it to pauperism owing to the absence of a class ready and willing to apply its capital to the emergency; and this is what we may, I fear, expect (if the crippled condition of the village sahukars has not been exaggerated) unless some settlement of debt is promptly carried out to the *satisfaction* of creditors, or credit can be in some other way rehabilitated—(*Mr. J. King, Collector*).

1881-82.

I think that Mr. King in his Administration Report for last year has given a remarkably correct view of the condition of each of the classes of the people which he particularizes, and especially so of the small farmers and the village bankers. At present these small farmers are in emergent need of money. They have lost oxen by disease, or sold some (or even all) of them to pay the Government assessment and for food for themselves and fodder for their remaining oxen; so they need oxen. They need seed for sowing their fields, etc. Particularly in those villages where the crop of 1881-82 failed they are in great need of such help as the village banker might have rendered them. But the village banker has been crippled by the working of Act XVII of 1879, and he is both unable and unwilling to make the advances which the farmer must have. He cannot be expected to make those advances without better security than he was formerly content with. And what has the farmer to give as security?—Only a right to his land or a lien on the coming crops.

The pressure for seed is only now beginning to be felt. Of late the great effort of the farmers has been to procure oxen. A great many of them have been helped in this by *tagai* loans obtained from Government.

The second class of poor cultivators are still very badly off, especially in the northern taluqas of the district where the rainfall failed last year and has been too scanty for several years past. Mr. King, in his Administration Report for last year, mentions the reason for the poverty of the smaller cultivators—short crops and cheap prices. How is a poor cultivator in such a state of things to recuperate his resources and rebound to the position he held before this long famine, even with the questionable aid he has received from Act XVII of 1879? It is believed that in the northern taluqas at any rate, where the crops failed las rains, the population has sensibly decreased, though—as the village census was taken in July—this is not so plainly visible this year as it will be after the census report of

this July. The same may be said of oxen, cows, live-stock, etc., in the same taluqas, though in other taluqas there must have been an increase to cause the total of the cattle and sheep in the year under report to exceed that of the previous years' total for the whole *zilla*. It should be borne in mind, however, that as this increase appears from a census taken in July 1881, we shall not know, till after it has been taken this July, whether on the whole the district possesses more or less cattle than at this time last year.

Many men in Rahuri and Kopargaon, who were once considered well-to-do farmers, and who had formerly five and six pair of oxen, can now hardly muster two pair, or just sufficient to work one plough. Signs of decay are often seen. "Baghayat" fields, which formerly looked very smiling with an inviting grove of trees surrounding them, are now nearly or quite given up, and the fields are cultivated as ordinary "Jirayat" fields. In some places the trees even are cut down. In his last year's report, Mr. King speaks of the village banker as being on the high road to bankruptcy. I think this is quite true, only in many cases general report says they are bankrupts already. This, I am sure, should be regarded rather as a calamity than otherwise, for so long as the state of Hindu society remains as it does, these bankers must and will exist, unless special legislation is directed against them. At the present time credit is given principally on one condition, and that is by conveying a deed of sale of personal estate to the money-lender, with an oral promise from the latter to the borrower that this deed will be returned on payment of the debt. The amount of property thus changing hands by deed of sale may not be very large, perhaps, but is enough certainly to show the unhealthy state of the money market at the present time.

Owing to the failure of crops, and the attendant scarcity in the four northern taluqas, great difficulty was experienced in realizing the revenue demands Out of the probable balance on the 31st July 1882, postponements to the extent of R48,392-12-8 and of ₹1,064-9-0 were sanctioned in Kopargaon and Newasa respectively.—(*Mr. John Elphinstone, Acting Collector*).

1882-83.

Notwithstanding the destruction of the whole of the kharif crop in the Kopargaon taluka, and its partial destruction in the talukas of Rahuri, Sangamner, Akola and Newasa by locusts in September and October last, the season has not been altogether such a disastrous one as might have been expected. The rabi crops were good; the price of grain, though somewhat higher than during the previous year, has still been low; there has been a good demand for agricultural labour both by the general public and for the railway feeder roads; so that the poorest class of all generally, *i.e.*, that of unskilled labourers, has been fairly well off. The plentiful fall of rain late in the season, though it injured the cotton crop in the Newasa taluka, supplied the farmers with plenty of fodder for their cattle and plough oxen. Both the population and the number of plough oxen have increased since last year.

In May and June there was an unprecedented number of marriages—another indication of the good heart the people were in. It is generally believed that the credit of the cultivators has suffered since the introduction of the Deccan Agriculturists' Act, for the money-lenders have greatly contracted their business, and refuse, as a rule, to lend money except upon unexceptionally good security. The result of this, however, is said to be on the whole good for the ryots, as they are thus obliged to be more thrifty and to spend less upon marriages than in former years. Though no money-lender will stand security for cultivators' "tagai" advances, they stand security for each other. These advances require to be given with caution, for large advances are often applied for by men with neither money nor credit, whose only security is a man as poor as themselves; in these cases it would seem to be better that the loan should be refused, even at the risk of the would-be borrower (who has often only one small field) becoming a labourer upon other farms than his own; however, when a man is known to be careful, thrifty and industrious, and one who can be relied on to fulfil his engagements, even very poor men are helped sometimes by small "tagai" advances to buy seed or oxen. This can, however, only be done when the borrower is well known to the authorities.

On the whole the district appears to be thriving and increasing both in population and resources notwithstanding the drawbacks and visitations by locusts and of epidemics of cholera and small-pox.—(*Mr. J. Elphinstone, Collector*).

1883-84.

The general condition of the people is much the same as in the preceding year. Against the prosperity of the farmers were the incursions of clouds of locusts which covered the fields during the end of May and the beginning of June 1883, and which bred in countless numbers, thus necessitating active measures for their destruction on the part of all cultivators.

The cotton and jowari crops, too, were more or less a failure.

The jowari crop, the grain of which is the great food staple of the agriculturists, as the straw is the chief fodder of their cattle, also proved a failure this year.

The heavy rain in October and November, which proved so adverse to the bajri and jowari crops, caused also much distress by the destruc-

tion of great numbers of houses, which in this dry district are not built to stand continuously heavy rain. The flat mud roofs collapsed with the weight of the rain which incessantly fell upon them, and they seemed to melt away in it. The reconstruction of their houses caused a great strain upon the finances and credit of the agricultural classes. The working of the Deccan Agriculturists' Relief Act has had the effect of diminishing the credit of the agriculturists, as money-lenders now refuse to lend money except on receipt of the movable or immovable property, on the credit of which the loans are borrowed. This does, it is true, do a certain amount of good by preventing reckless borrowing for the marriage expenses of children, but at the same time it operates hardly upon ryots, who require help to enable them to rebuild their houses, or who have to give security for advances made by Government for the purchase of oxen, seed, etc. It is true that security of others than money-lenders is taken for such advances, or none would be given at all, but even agriculturists hesitate to stand security for others in the same position (especially when they are of low caste), when the only security the borrower has to give is his land, the profitable cultivation of which depends upon a copious and seasonable fall of rain—an event apparently of rare occurrence in the Ahmednagar district. The redeeming feature in the agricultural prospects was the success which attended for the most part the sowing of wheat, gram, and safflower.

The wheat was uniformly fine and the amount was unprecedented, as a consequence of which the people are this year using wheat for their daily food in preference to either bajri or jawari, which are dearer. The chief sufferers from the loss of the jawari and bajri crops and the destruction of houses by the unusually heavy rains in October and November were small farmers, who had perhaps but one or two fields, and these with soil unsuited for the cultivation of the three crops which did succeed; the whole district too has suffered considerably from the failure of the jawari stalks.

To sum up, the condition of the most numerous class— the labouring one— has been good this year as the prices of labour were high; the farmers also who had rich corn fields have done exceedingly well. There is, however, much distress among the poorer cultivators who raised no crops and have no fodder for their cattle; these poor hand-to-mouth cultivators have no credit, and when once their oxen are sold, which often happens to pay the assessment or to prevent their starving for want of food, it is difficult for them to obtain any security for the repayment of advances to repurchase them at the next ploughing season. Judging from statistics the season has been a prosperous one, for both population and cattle have increased; yet the present is a time of great anxiety as there is not much capital, and there is still less credit to support the great body of the cultivators should the rainfall fail this year as it now threatens to. do.—(*Mr. John Elphinstone Acting Collector*).

1884-85.

It is exceedingly difficult to write of the condition of the people, that is, to write anything really useful. We know so little of them, and as we ride from village to village we are struck, I think, with the patient endurance of an unhopeful existence, and with the many good qualities of a people who are, some of them at all events, in many respects child-like. As regards material progress, I must say I have not in my short residence in the district observed such decided symptoms of real advancement as I should like to be able to record.

When they want to borrow money, security has often to be paid for, so that the borrower pays exorbitant interest *plus* a percentage to his surety; and this year the peasants, with the exceptions which prove the rule, had difficulty in getting the money, even for their first instalment. Alterations in the dates for instalments have been suggested by me elsewhere.* Some of the people had to sell their crop before it was harvested, I am told, at low rates, instead of keeping it till they could have realized better prices. This is a ruinous system, for the risk of course has to be paid for. The outturn of jawari was in consequence of smut far below what had been expected, and rust affected the wheat to a far greater extent than had been anticipated. The tightness of money made it difficult for peasants who owed instalments of "tagai" to repay them, and it must be remembered, too, that when "tagai" is accepted, it does not all go into the hands of the borrower. The surety has to get something, and possibly the village officers may require a *douceur* in return for the help they give. In some parts of the district there was a noticeable diminution of the areas planted with sugarcane, yet the quantity raised was enough to lower the price, and I believe what is known as "gul" was sold at less than half the rate which was paid for it twenty years ago. The labouring classes get good wages, relatively good I mean, and food as well as clothing is cheaper. The people generally, I believe, have had to eat more wheat than they like. They prefer jawari or bajri because wheat to be wholesome requires something of fat, butter or oil; but owing to the excellent wheat crop of last year and the poor jawari and bajri crops of this they could not get so much of the latter grains as they would have liked. Good oxen,

* My No. 4703, dated 14th June 1885, to Commissioner, Central Division.

are in great demand, and had the people had the means, they would have given high prices for them. The plough oxen get oil-cake when they are in hard work. The failure of the early rain this season has caused suffering amongst the cattle, and some of them have died, but it is to be hoped that the most useless have succumbed.

It may be said, I think, generally that the condition of the cultivators during the year has been bad, money tight, crops poor, and fodder scarce. With regard to fodder, it must be recorded that the jawari crop, though the yield of grain was indifferent, was fair as regards straw. An epidemic amongst the cattle in the Akola taluqa is reported to have carried off 348.—(*Mr. H. E. Winter, Acting Collector.*)

1885-86.

The material condition of the people of the district is, I should say, decidedly improved. The last season was fairly favourable, and previous ones, with the exception of 1883-84, were very poor, but signs of general improvement are now apparent. I doubt if the people have saved much, but they have been able to carry on without distress and indeed might have saved but for the heavy expenditure incurred on weddings, which were very numerous this year. The cotton crop was a failure throughout the district, but the crops of grain foods were good; the sowings of wheat were more extensive than usual, and though the crop suffered a good deal from rust, the outturn on the whole was fair. I think that the district may be said to have now fairly recovered from the effects of the famine and of subsequent bad years, and that if the ensuing season is a good one, which, judging from present conditions of climate and rainfall, it promises to be, the position of the agriculturists of the district will once more be one of comfort and security.

The outstandings are not large, and considering the bad seasons through which the district has had to pass, the state of the collections may, I think, be considered very satisfactory. Owing to the lateness of the season, the collection of the rabi instalments throughout the district was, with the sanction of the Commissioner, on my suggestion, postponed to 10th March and 10th April instead of the usual dates; this step, I believe, gave considerable relief to the ryots. The above dates have been now fixed permanently from next season.—(*Mr. G. Waddington, Collector.*)

1886-87.

The material condition of the people has with the good season under report, following on last year's very fair one, continued to improve. Some of the mamlatdars whom I have consulted have informed me that they believe that the cultivators have in some cases begun to accumulate savings, but I doubt if this is correct, at the same time their condition is materially better than it was. The prices of staple food grains have everywhere remained so nearly stationary as not to call for any special notice. The wheat and cotton crops suffered somewhat severely from the heavy and unseasonable rain in December, in some instances so much so that the young wheat crop was ploughed up and the land resown with grain and pulses; the wheat also suffered in many localities.

The working of the Deccan Ryots' Relief Act may, perhaps, be noticed in connection with this, though the report of the Special Judge. on this subject has not yet reached me; but I have no reason to think that the difficulty experienced by the ryot in raising loans alluded to by me in my last report has in any degree decreased.—(*Mr. G. Waddington, Collector.*)

1887-88.

The material condition of the people has, if it has not shown such decided advance as I noted last year, certainly not fallen off. I think that the ryot is now ordinarily able to live as well as he did prior to the famine.

The increase in cattle, horses and carts certainly shows an improvement in his condition. The staple food grains have remained nearly stationary in price, except jawari which has risen considerably; and as the cultivator and his family subsist almost entirely on this grain, and provide for their requirements from their own fields and then dispose of the remainder, they have the benefit of this rise.

I may here remark very briefly on the working of the Deccan Agriculturists' Relief Act. An officer has been recently appointed to enquire into this matter, but I may repeat the opinion that I have expressed in my report for each of the last two years that the ryot will, in case of emergency, find himself in difficulties as the sahukars will not advance money as they used to.

The percentage of the balance on the total demand is hardly appreciable, being only ·027. This result will doubtless be regarded by Government as highly satisfactory and creditable to the mamlatdars and others connected with the direct collection of the revenue.—(*Mr. G. Waddington, Collector.*)

1888-89.

It could not be expected that the district could pass through such a bad season without the people suffering considerably in material condition, and that such is the case is shown by the decrease in agricultural and other stock and the rise in prices of food grains. Still the people have faced the difficulties bravely, and have been able to pay up the larger portion of the revenue without any great difficulty; and I have no reason to believe that there has been

any special alteration in their habits as to dress or food or expenditure on marriage festivals and other ceremonials. In regard to the Deccan Agriculturists' Relief Act, it is the general belief that the ryots have now some difficulty in getting loans from the sahukars, but this is hardly borne out by the remarks just made of the crops having failed so largely; the ryots must have fallen back on borrowing. As, however, a special report by Mr. Woodburn is now before Government, it seems unnecessary for me to go into details as to the working of the Act.—(*Mr. G. Waddington, Collector.*)

1889-90.

Compared with the preceding year there is considerable improvement reported in the condition of the people. The late crops were fair, in some places very good, and the revenue instalments have, as a rule, been paid without much difficulty. With the exception of the cholera outbreak the health of the people has been good, and in one or two taluqas there is a tendency observable of greater care in expenditure and harder work—a result attributable in part to the greater difficulty now in obtaining loans. Indebtedness is reported to be decreasing, but the general standard of comfort remains much the same, which is satisfactory. There has been a fair increase in the area under cotton during the year, but this is nearly balanced by the decrease in wheat. Considering that the rainfall of the year was unfavourable for the former crop, while it would have suited the latter, the results are singular, but the increase in cotton is chiefly in those taluqas where the rainfall is not so uncertain. Prices of food grains remained much the same as in the previous year, as there was an increased export, and in no place does there appear to have been any scarcity, and as the condition of the labouring classes is reported to be everywhere distinctly good, this is strong evidence of the improved condition of the district in general. The increase noted in agricultural cattle, ploughs and carts tends to a similar conclusion, and, though personally I have no knowledge of the district and people, the detailed reports from the taluqa and district officers show a satisfactory progress.—(*Mr. H. F. Silcock, Acting Collector.*)

1890-91.

The season may be taken on the whole as about as good as the last year. The late crops were fair and in some places very good, the revenue demand being paid everywhere without any great difficulty. The health of the district was good throughout, with the exception of a few isolated cases of cholera in some villages. The Agricultural Relief Act is reported to have done much good in some parts of the district. The people being unable to raise loans on their land by means of a simple mortgage without resort to actual sales hesitate to raise them at all. Indebtedness is, I believe, decreasing, but at the same time the standard of comfort has not, according to my observations, in any way lowered. The condition of the labouring class is satisfactory everywhere, and the good outturn of the late crops caused so great a demand for labour that wages rose for a time considerably. The prices of food grain have remained stationary, except in the case of jawari which fell from twenty seers in the rupee to twenty-four seers in consequence of the good crops of this cereal. The condition of the cattle, except in Jamkhed where disease prevailed to some extent, was throughout good, and their number is reported to have considerably increased. There was no immigration and emigration, except of a purely temporary nature at harvest time when large numbers of both men and women go out to seek labour in other districts where crops are earlie or later.—(*Mr. G. Waddington, Collector*).

SHOLAPUR DISTRICT.

1875-76.

The season has been a little below the average in the greater part of the district, and much below it in parts of Karmala, Sangola and Malsiras . . . When I was on tour it appeared to me that the ryots did not object to the severity of the assessments, but where they had complaints to make of the difficulty of paying the assessment and wanted remissions, the reason was that the season had been very bad in parts owing to the rainfall being, as it is often in the Deccan, very partial, and therefore they could not pay their way with the produce of the land. If they could only count upon a good season every year we should not, I believe, hear many complaints of the assessment.—(*Mr. J. H. Grant, Collector*).

The general condition and prospects of my charge show no improvement on the unsatisfactory account I was obliged to give of them last year . . . The actual indebtedness of the people. which is of course as a rule the result of borrowing for ceremonies . . differs a good deal in different villages, but I do not think that as a rule more than a quarter of the cultivators are hopelessly in debt . . . . As a rule all garden land is practically in the possession of a few rich moneylenders. . . The original owners are merely tenants-at-will and are allowed out of the produce barely enough to keep soul and body together.—(*Mr. Davidson, Supy. Assistant Collector*).

1876-77.

Rain fell at the beginning of the monsoon and the kharif crop was sown, but in all except a few villages the crop was lost from want of rain, and the rabi crop was never sown. By the end of August the drought had caused a rise of prices, and a scarcity which necessitated the help of Government . . . It is roughly estimated that 200,000 persons left the district to seek employment and subsistence for themselves and their cattle elsewhere and about 100,000 have been on relief works or receiving aid from Government, besides a great number supported by private charity.—(*Mr. Percival, Collector*).

The destruction and waste of material property (this year) has been immense and such as will not be recovered for many years. The loss of cattle by death has been enormous, all or almost all the stores of grain possessed by the ryots have been consumed, household property and ornaments have largely been sold off to meet the necessities of families, and there are scarcely any of the inhabitants of the taluqa, with the exception of those engaged in trade, whose scale of living will not be lowered for the next ten years at least.—(*Mr. Acworth on Madha taluqa*).

Before the commencement of this scarcity the agricultural population of Sholapur generally were in a most unsatisfactory condition, the poorer cultivator being entirely in the power of people to whom they owed money. The pressure of a succession of indifferent seasons, of low prices, and in some cases of augmented assessments was decidedly increasing the poverty and dependence of the cultivators. The result of this year has of course greatly intensified the hardness of their lot and also has reduced the well-to-do cultivators in many cases to the condition of the poorer cultivators before the scarcity. . . Now the position even of what were well off cultivators is that they possess barely sufficient cattle—if even that—to cultivate their fields, that they have incurred new debt, and that they have parted with their personal property and ornaments, and that except their tenant right in the land they have no property left. The condition of the poorer cultivators is much worse than this, as their land even is pledged, where it is worth pledging, for much above its value, and it will take many years before the people recover the position they had before the scarcity began.—(*Mr. Davidson, Assistant Collector*).

1877-78.

Hopes were raised that the crops would be so plentiful that the cultivators would recover much they had lost. These hopes were disappointed first by a long break in the rains in July and August and later by a severe blight. The wheat and gram were nearly lost and the produce of the chief crop—jawari—was very small . . . . . The rabi harvest was to a great extent a failure, and although it put an end to the famine it left the cultivators as a body with little to spare beyond a supply for their own wants. Since the beginning of 1878 the merchants and traders are prosperous ; the cultivators have not recovered much of their losses, but they are hopeful.—(*Mr. Percival, Collector*).

1878-79.

In consequence of the excessive rain and subsequent plague of rats the harvest of the district has been an exceedingly poor one : in parts there was literally none at all . . . A great deal of land was left uncultivated owing to the impoverishment of the ryots. . . . . The

amine of 1877, as is well known, irretrievably ruined a large number of the smaller cultivators. Others, again, would now doubtless have weathered the storm had the present year been a good one, but this prolongation of the period of scarcity, if not of actual famine, has had its effect on them. There is nothing left for them but to descend into the labouring classes, for they are so hopelessly in debt that they have no credit with their sahukars. . . . . Where the Gujar or Marwari has obtained a footing the ryots are infinitely worse off than eleswhere. . . . . In the Karmala and Madha taluqas the Gujars and Marwaris are nothing less than the masters, and the khatadars their slaves. . . . If the uncertainty of recovering loans was as great as in some Native States the sahukar would, I think, be more chary in his ventures and the ryot better off despite himself. (*Mr. Spry, Collector.*)

Speaking of the taluqa of Sholapur, I can state that I have become painfully alive to the wretched condition of most of the villages in it by seeing everywhere rat-holes, deserted houses, rank grass growing luxuriantly, etc.—(*Mr. Thakur, Assistant Collector.*)

Many of the actual cultivators really possessing no property but a few cattle, credit was, as might be expected, very low and difficult to obtain, and as the agricultural classes were naturally unwilling to sell any of their diminished stock of cattle, the assessments were not paid. . . It is with great diffidence that I express my opinion that both on revenue and political grounds it was unwise to press both for the current assessment and for arrears as was done at first. The amounts owing, being in many cases more than the individual cultivators could possibly raise at the time, they made no attempt to pay anything, concealing what little property they had. Others, who were thoroughly loyal and obedient, sold their cattle. A large body of people when dunned by the village officers absented themselves from their villages; some left the district proceeding to the Nizam's and into Central India, in many cases selling their cattle before they went. . . The fact that the ryots have hardly anything left has to a great extent prevented their creditors from pressing them, and of course a very great number of bonds have become time-barred, but there is no doubt a year with good crops will see a very great pressure put upon them. Naturally not having had much profit for several years the Marwaris and others will try and realize as much as they can, and I fear many of the garden-land owners who have weathered the famine will be unable to ree themselves from their accumulated debts. —(*Mr. Davidson, Assistant Collector*).

Mr. Spry, Collector, remarking on the above, says: "The real cause of the poverty of the ryots of Karmala and Madha is the foreign money-lenders and not the pressure of the revenue. I believe that if Government would remit the revenue for a series of coming years the ryots would at the end be no better off because all the surplus goes into the pockets of the sahukar."

1879-80.

From the latter end of the rains, when the prospect of a rabi harvest became assuring, a gradual improvement took place. This has been going on ever since until now, I think, I can safely say there is no real distress in the district, whilst a monsoon, which has set in fairly will give a much brighter prospect for the future. —(*Mr. Spry, Collector*).

1880-81.

The improvement in the condition of all classes has continued steadily. . . . The classes who have perhaps made least progress are, I think, the agriculturists for . . owing to the cheapness of grain their surplus stock has not realized nearly as much as they had anticipated. . . . The large number of marriages which have been celebrated during the year points to returning prosperity.—(*Mr. Spry, Collector*).

Mr. Balkrishna, though a new Deputy Collector, is an old revenue officer, and it is satisfactory to find him speaking favourably of the Agriculturists' Relief Act as benefiting the ryots. It is exactly the view that I have taken of it. The circumscribing the power of borrowing indiscriminately has, I believe, stopped the ryot from continuing to ruin himself.—(*Mr. Spry's Memo. forwarding Mr. Balkrishna's Administration Report*).

1881-82.

The general condition and prospects of my charge are favourable.—(*Mr. Alcock, Assistant Collector, on Barsi and Sholapur taluqas*).

1882-83.

The improvement in the condition of the people continues. They look well-fed and well-clothed. The cultivation of lands thrown up during the famine is being taken up with vigour.—(*Mr. Waddington, Collector*).

1883-84.

The general prosperity continues. The district may now be said to have entirely recovered from the famine. The increase in the occupied area of land was 84,502 acres. Cattle increased on the previous year by 15 per cent. and on 1881-82 by 24 per cent.—(*Collector's Administration Report*).

1884-85.

Owing to scanty rainfall the kharif crop was a complete failure, except in the Barsi taluqa. Opportune rain in December raised the rabi crop to an average of about 10 annas. This has checked the improvement of the people. At the same time nearly all the land-revenue has been recovered without pressure, and there has been a decided extension of cultivation. —(*Mr. Loch, Collector*).

1885-86.

The kharif crops were a failure, but the rabi crops good. . . . I have come to the conclusion that the condition of the people is improving, though slowly. . . . In several ways there has been a change for the better since I was in the Deccan in 1876, and I think the Kunbi has profited by the lesson of the famine, assisted as he has been by the Agriculturists' Relief Act.—(*Mr. Loch, Collector*).

1886-87.

The general condition of the people struck me much more favourably than I had expected. Even with only an 8-anna crop the circumstances of the agricultural classes are just as good as those of the same classes in the Canarese country with a 12-anna-crop. (*Mr. Fleet, Collector*).

1887-88.

The condition of the people is satisfactory. The steady increase in the area of land under cultivation, notwithstanding the fact that only the poorest soils now remain available, and the high prices bid for land in many cases at auction-sales seem to point to prosperity and possession of a fair amount of wealth.—(*Mr. Allen, Collector*).

1888-89.

The population is large and increasing steadily; waste lands are being taken up gradually. * * * * The Irrigation Department is producing a great and beneficial change in the condition of the country. * * * * The Great Indian Peninsula Railway and the Southern Mahratta Railway provide employment to many hundreds and facilitate the import of food grains and export of merchandise.—(*Mr. Candy, Collector*).

The Collector was empowered by Government to postpone the second instalment of revenue where necessary. It is really remarkable how all has been collected in Sangola and a greater part in Karmala, though both talukas suffered from deficiencies of rainfall. No stringent measures for the realization of revenue had to be resorted to.—(*Mr. Candy, Collector*).

In Sholapur and Barsi taluqas a state of substantial and, to all appearance, increasing prosperity prevails. The condition of the agricultural population in Karmala also is one of substantial prosperity.—(*Mr. Logan, Assistant Collector*).

1889-90.

The cultivators are not in a state of misery or bankruptcy, for they live comfortably, are well-clad and manage to pay the Government dues in spite of bad seasons.

1890-91.

I expected to find the district wearing a famine-stricken appearance; . . . . but owing doubtless to the better crops which have been reaped since the great famine there are not wanting signs that the mass of the people are tolerably fed and fairly clothed. Improvements in the shape of embankments and wells are seen in the fields, houses are repaired and new ones built.—(*Mr. Winter, Collector*)

SATARA DISTRICT.

1875-76.

The general condition of the people is unsatisfactory; the ryots are unable to pay off their debts, and the money-lenders are suing them in the civil courts. From enquiries made during my tour, I found that the cultivating class generally cannot get rid of the expensive habits which they acquired during the American War, when the high prices of the cotton market brought a quantity of money into the country, and induced them not only to dress and live in a better style than before, but to spend more money on caste ceremonies and religious rites, and they have, therefore, of late years, had more frequent recourse to the sahukar. So long as the Limitation Statute remained unaltered, the ryots and their creditors got on very well, the latter made a rich harvest, and there was little or no necessity for taking their debtors into court. Now, however, the cultivators find it hard to meet their debts, and the creditors to realize their profits, while the new Limitation Law requires the renewal of bonds every third year, and the wretched cultivator either has to enter into a new bond at a largely increased rate of interest, or to be sold up for his debt in addition to the costs of the law suits which cause his ruin.

I am firmly persuaded that to the Limitation Law, by which the civil courts are guided, must be attributed the very unsatisfactory condition of the people; indeed, I think, that legislation has been advancing too rapidly, and out of all proportion to the requirements of the country; the mass of the population are poor and earn their livelihood by their hard work—they do not want so much law. Formerly there was understanding between the debtor and creditor, and they got on very well; but since the recent Limitation Act was passed, it is used by the moneyed classes to turn the poor people out of house, and to acquire the land on which they depended for their daily bread; and not only are civil courts gladly resorted to by the hard and grasping, but the moderate and comparatively liberal men are now obliged to seek their aid. What a horror an educated and civilized Englishman has of a Court of Law, and how bewildered he becomes, as a rule, if necessity compels him to go into court; the heavy stamp duties and counsel's fees frighten him and very often prevent him from insisting on his claims; and yet in this country the poor uneducated ryots too often find themselves drawn into a civil court not as plaintiffs, but as defendants. To remedy this state of affairs I would most earnestly advocate on the part of the poorer classes in this country a much larger limit for the recovery of debts, and a moderate limit to the interest chargeable on loans below Rı,000.—(*Mr. J. G. Moore, Acting Collector*).

1876-77.

I have little to add to what I have stated in previous reports on this subject. I have represented that the people as a rule are in a state of indebtedness, and that the money-lenders are continually suing them in the civil courts and enforcing the decrees obtained in their favour by selling up the property of their debtors and reducing them to a state of great distress, and I have shown that this result is mainly attributed to the Limitation Law by which our civil courts are now guided, and that it is also attributable to the more expensive tastes and habits which the people acquired during the American War, when the high prices ruling in the cotton market brought a quantity of money up the country, and induced them not only to dress and live in a better style than before but also to spend more money on caste ceremonies and religious rites. However, the Deccan Riots Commission have fully enquired into the condition of the people, and Government have before them much more information than I could give on the subject.

Of course the scarcity which has prevailed during the last ten months has not improved the condition of the people, but although they have been put to great straits and difficulty I think the people are not much poorer than they were before. A great many cattle have died and their owners have of course suffered loss thereby, but as a rule these cattle were not very valuable, and it is a fact that most of the good cattle have been preserved. The well-to-do people have of course found their expenses considerably increased, but if under God's blessing we get good harvests this year they will soon reimburse themselves, and one or two good years of cheapness and plenty will balance the past year of dearness and scarcity; and as for the poorer people who live from hand to mouth they have been supported by Government and are little if at all worse off in point of worldly means than in an ordinary year. What a service of thankfulness it must be to these poor people—and I am happy to say they are as a rule very grateful—that they are living under a Government which has been so liberal towards them, and which has kept them alive by charity,

when, it left to their own resources, they would most assuredly have perished miserably ! !

The prospects of the season are up to date most satisfactory, and I trust that they may continue so ; we shall then soon cease to hear of scarcity and distress.—(*Mr. J. G. Moore, Collector*).

1877-78.

Taking the district as a whole the condition of the people is very little worse than it was before the year of distress, 1876-77. The pressure was really felt in four taluqas only—Máu, Khatao, Khanapur and Tasgaon, and owing to the excellent arrangements made by Government in these taluqas it was greatly relieved, and such persons who had only the outturn of their fields to live upon, and whose crops failed or whose fields remained unsown for want of rain, were supported on the works which Government provided ; whereas, on the other hand, the cultivators in the centre of the district, who own lands on either side of the Krishna, reaped most magnificent cold weather jawari crops, both in grain and straw, and profited considerably by the high prices ruling in the market, both as regards grain and fodder. The hill people on the Western Ghats were decidedly pinched, but they always live from hand to mouth, and the crops that they raise, even in a good year, only support them for about two months out of the twelve ; so that they had only to resort to their usual devices for eking out a subsistence for a little longer than usual.—(*Mr. J. G. Moore, Collector*).

1878-79.

On the subject of the general condition of the people I regret very much my inability to make any remarks which would be of value. Arriving almost at the end of the travelling season I have had no general experience of the district and its inhabitants. From remarks left by Mr. Pedder, however, it would seem that there has been a material improvement in the condition of the people in and about the valley of the Krishna, and except in the taluqas of Máu and Khatao, there is reason to believe that the general condition of the agriculturists has improved. The high prices which have prevailed and which have benefited the ryots have, however, pressed heavily upon the classes unconnected with agriculture and persons on small salaries. The poorer cultivators in the Máu and Khatao Taluqas have endured considerable privations during the hot weather, and there are a few weeks of privation yet before them to be ended, let us hope, by a plentiful kharif harvest ; but from a careful consideration of the regular and frequent reports I receive from both Revenue and Irrigation Officers, I think I may safely say that the apprehension of aggravated distress entertained by Government early in the year have not as yet been realized. The Mhaswad Tank, opened as a relief work under the Irrigation Department, has hitherto more than supplied all demands for labour, and out of the labourers employed on that work only about 30 per cent. are from the Satara district, the rest being from Sholapur and Native States. As the poorer Deccan ryot proverbially lives from hand to mouth, and is not unaccustomed to seasons of pinching short of absolute distress, I am very hopeful that one or two good seasons will put the cultivators of Máu and Khatao on the footing they had gained previous to the famine of 1876-77.

The most important measure which has been adopted during the year under report affecting the condition of the ryots in this district has been the transfer to the Collector of the execution of decrees in cases affecting the agricultural classes. Numerous decrees have already been transferred, and more are passing through my office daily, and I am now arranging with the District Judge for the transfer to the Revenue Department of the services of a certain number of clerks and bailiffs to assist the Revenue officials in this important work. I have, however, directed that pending arrangements for assistance, the works should proceed, and have directed the mamlatdars to forward monthly statements of the progress they have made. I shall be able in my next year's report to criticise the results of this measure, upon which so much hope for the amelioration of the ryot is based. (*Mr. J. H. Stewart, Collector*).

1879-80.

The condition of the people in this district is very varied, and for the proper consideration of the subject the Collectorate may be divided into three strips extending the whole length of the Collectorate from north to south, each strip being about 25 miles in breadth. The climate and rainfall of these divisions vary immensely. In the Eastern Division the rainfall is scanty and uncertain, and owing to the famine and other causes, the people are in a struggling condition from which only a succession of favourable seasons will effectually deliver them. In the Central Division the rainfall is sure and sufficient ; hence the cultivating classes are exceedingly well off and their credit in every way is unimpaired. In the Western Division the rainfall is certain and plentiful, but here the country is mountainous and rocky and soil poor.

I take the advantage of this to notice the two important measures which Government have lately adopted for the relief of the agricultural classes in this district. The first of these is the transfer of the execution of decrees against agriculturists to the Collector. Two hundred and twenty-seven decrees were

disposed of by compromise arranged by the mamlatdars, and only in forty-six cases was the decree satisfied by sale of the defendant's immovable property. The work has been going on smoothly, and by insisting on monthly returns of progress, I have been able to supervise thoroughly the operation of the mamlatdars and to see that the duty is not perfunctorily and dilatorily performed.

The second measure which Government have put in force for the amelioration of the ryot's condition is the Deccan Agriculturists' Relief Act which came into force on the 1st November last. No time was lost in this district in appointing conciliators and village munsifs under Chapters VI and V, respectively, and a list of persons appointed to those duties was published before the end of the year. The list has been subsequently added to until now there are at least six conciliators for every taluqa and a fair sprinkling of village munsifs. It was of course some time before the agriculturists came to recognize the advantages of the Act, but during the last few months the most popular of the conciliators have had many suits brought before them. I had lately the pleasure of inspecting the progress made by Mr. Narayen Anant Mandlik, the leading conciliator of Karad, and found much that was encouraging in the proceedings held before him. I believe that if the conciliators have the confidence of the people and are able to retain a high moral tone in the administration of justice the provision of the Act will be a real blessing to the ryot. The great change, however, is that after the novelty has worn off, the conciliators may become perfunctory in the performance of this unremunerated duty or may lose the respect of the litigants by partiality and even corruption.

When the Act was first introduced it was prophesied in certain quarters that a severe blow would be dealt to the ryot's credit, and that he would not only be unable to obtain loans for his wants, but that the sahukars would not advance the sums due for payment of the Government demands. The result has already shown that these prophecies were wide of the mark; the Government dues have been paid during the past season with improved regularity and the large number of bonds already registered by the Village Registrars, whose duties only commenced from 1st April, clearly indicate that the strike of of the sahukars is over, and that they are advancing money as usual. It was, I believe, a fact that at the commencement of the year the Marwaris combined to refuse loans, but this was more the result of famine than anything else. (*Mr. J. H. Stewart, Collector*).

1880-81.

It is the universal testimony of public officers, and the admission of the people themselves, that the condition of the agricultural population, except perhaps in Mâu and Khatao, has improved. The extraordinary rapidity and completeness with which the country has recovered from the effects of famine is recorded in outward signs of material prosperity, the diminution of crime, the increase of school attendance, and the cheerful and contented disposition of the ryots. The last harvest was exceptionally good and the people were even elated with their prospects. The two special measures introduced by Government for improving the condition of the ryots have worked well. The execution of decrees by the mamlatdars has thrown much work upon them which would be materially lightened if the civil courts would inquire more carefully into the claims of decree-holders and rival claimants and specify more accurately the land or property to be sold. But the two great objects have been attained of obtaining a proper price for the property sold and giving the judgment-debtors full opportunities of compromising the claim or satisfying it in a convenient manner. It is generally admitted that the Deccan Agriculturists' Relief Act has produced two excellent results. It has diminished fraud and reduced usurious rates of interest considerably. Secondly, it has not injured sound credit, but has made it more difficult for the recklessly improvident to obtain accommodation, and, therefore, has compelled them in spite of themselves to be more provident. On the other hand, exaggerated expectations of relief have been disappointed, and the most ignorant of the ryots are consequently dissatisfied. I am of opinion that the whole subject of village registration requires careful consideration. But apart from this, the general effect of the Act has undoubtedly been beneficial, and if any further confirmation of the fact were needed it would be found in the applications which I have repeatedly received to induce the jagirdars to extend its operation to their jagirs. Such applications coming from the distant and isolated villages of Bhor and Phaltan are a conclusive testimony of the estimation in which the Deccan Relief Act is held by the public opinion of the ryots themselves. On one point, however, judgment must be suspended until the new Act is put to the test by actual experience. If bad seasons recur, and the great mass of the ryots are thrown back on their credit for subsistence, it yet remains to be seen how far the money-lenders will come to the rescue. Meanwhile every season of good harvest ought to increase the ryot's power of resistance against famine. I am informed by officers, Native and European, who have known the district longer than I have, that the condition of the ryots shows a general improvement, and I am confident that the measures adopted by Government, to which I have referred, will tend to promote a still greater improvement in

their condition as time goes on.—(*Mr. W. Lee-Warner, Collector*).

1881-82.

The general condition of the people on the plains has considerably improved owing to favourable seasons. Owing to the policy pursued of keeping the balances due from the famine year unadjusted and hanging over the heads of the defaulters who had no hopes of being able to pay them, some parts of Khata and Khanapur have shown a certain number of cultivators in an impoverished condition. Now that these outstandings have at last been cleared off, it is hoped that a favourable season this year will enable even these cultivators to start fair again and gradually attain their former positions. The Deccan Ryots' Agricultural Act has, as far as I can judge, proved most undoubtedly of benefit to the larger number of indebted agriculturists.—(*Mr. W. R. Pratt, Collector.*)

1882-83.

The cultivators are recovering from the exhaustion caused by the famine years, and if the good season we have been having continue, will be as well off as is possible, but in a district where the land is insufficient to feed the number of those who consider themselves entitled to find a subsistence from it, the inhabitants cannot ever be in a flourishing condition. The assessment on good land is certainly light, and in the case of poor land it is as low as is consistent with the right of Government to receive its legitimate tribute. If the season is bad, the poor land produces nothing; if good, it only produces enough to pay the Government assessment and to feed a fraction of the cultivator's family.—(*Mr. W. R. Pratt, Collector.*)

1883-84.

Mr. Pratt observed last year that much of the land in the district was in the hands of small occupants, and was in quality so poor as not to be relied upon to pay the assessment and feed all those dependent on it even in a fair year. This may be true, and I cannot gainsay it by reference to personal enquiries made this year in Walwa and Patan, which I have hardly visited. I can only say that the impression made on me wherever I have been was that this year at least the pinch of poverty was not acutely felt even by the smallest cultivators, except, perhaps, by some of the Mahars, who often gain little advantage from being the holders of "Watan" lands, and by their liability to render service are not so free to turn their hands to wage-earning labour as those who owe no obligations to the State, except the payment of land-revenue. That with many of the cultivators the struggle for existence is severe from the point of view which a person in easy circumstances takes, is not open to controversy. But where wants are few, tastes simple and aspirations of the humblest, contentment is acquired in spite of excessive toil and an environment that appears the height of discomfort to persons more delicately nurtured. When a population so circumstanced is found to be increasing, and at the same time living peaceably and honestly with its more favoured neighbours, it is in a condition which a philosophic mind might deplore, but which is the nearest approach to prosperity that this class at the very lowest end of the scale can compass without being lifted bodily into a higher grade.—(*Mr. J. King, Acting Collector*).

1884-85.

The remarks I made last year on the condition of the people appear to be equally appropriate this year I should certainly say that the somewhat higher prices of some food grains had not made any appreciable difference in it. I have been through every taluqa, and though in many or perhaps in most villages indigence and squalor are painfully manifest, there seems to be amongst the people generally a contented spirit which is far removed both from the apathy of despair and the serene indifference of the fatalist. I believe that if the grazing question could be settled fairly, we should have no population so little mischievous or troublesome to deal with as the agriculturists. They are reported everywhere to be in easier circumstances, and this is proved in Satara, Wai and Jaoli by the readiness with which they subscribe to small local works, and they are certainly beginning to take more interest in education Mr. Sathé tells me that there are signs of a renewal of amicable relations between the sahukars and their old customers.—(*Mr. J. King, Collector*).

1885-86.

I don't think my charge is one which will ever be a wealthy one, but moderate prosperity is everywhere evidenced by the construction of numerous houses, repair of temples, sinking of wells and increase in the number of Pan Malâs * I am satisfied that the general condition has improved considerably since 1882, when I first became acquainted with my charge.—(*Mr. H. R Cooke, First Assistant Collector*).

* Betel-leaf gardens.

The general condition and prospects of my charge in a material point of view are decidedly favourable. There has been increase in Khatao in the area under cultivation, but in Khanapur there is decrease. In Mau there is a slight increase It appears all profitable area is already under cultivation, and there is little margin for increase. These districts suffered

somewhat severely from famine, but its effects are now disappearing. One or two years of timely and plentiful rain would obliterate all marks of its visitation. There is nothing to disturb peace and prosperity. The railway will open a fresh field for enterprise and traffic. Irrigation is making progress. Education is spreading. Land is capable of paying more than it does, but an ordinary Kunbi is handicapped in many ways, and therefore cannot turn his property to best account. His standard of living is also not sufficiently high.—(*Mr. L. G. Deshmukh, Acting Second Assistant Collector*).

1886-87.

Much of the land, both "inam" and "khalsa," is burdened with debt, though not to such an extent, generally speaking, as to seriously impair the status of the cultivators. Applications for loans under the Land Improvement and Agriculturists' Loans Acts are comparatively few, and in ordinary times those in need of credit still resort to the sahukars. How far, in the event of a famine, the working of the Deccan Agriculturists' Act would affect credit is a question difficult to decide, but any diminution of what may be called false credit calls for no regret.—(*Mr. G. F. M. Grant, Acting Collector*).

1887-88.

Of the condition of the people I necessarily know personally little. Mr. Grant entered fully into the subject last year, and I do not think there is any change. I believe that the district is in general the most prosperous of the four to which the Deccan Agriculturists' Relief Act has been applied.—(*Mr. Alfred Keyser, Collector*).

1888-89.

I think the general condition of the people is better in this district than in any other I have served in. The population liable to chronic impoverishment from periodical failure of the crops is less than in the three other Deccan districts with which I am acquainted. The relation between the cultivators and the money-lenders is apparently more cordial, and the former appear generally better-clothed and fed. Still the enquiries, made in accordance with Mr. Woodburn's instructions when he was deputed to report on the working of the Agriculturists' Relief Act, show that their normal state is that of deep indebtedness—a condition, however, which is more or less characteristic of a peasant proprietary in any country in the world. The large number who make use of the railway is, I think, an indication of prosperity.—(*Mr. Alfred Keyser, Collector*).

1889-90.

Mr. Keyser wrote at some length on the subject last year, and no causes have been at work to bring about any perceptible change during the year under review.

The district is intersected by rivers in every part. A railway runs through it and good roads lead in every direction. The soil in many parts is rich, and the climate is good. It would be strange if the general condition of the people were not fairly good. From what I have read in my Assistant's reports and learned for myself I may say the status of the Satara ryot is decidedly good.—(*Mr. R. E. Candy, Collector*).

1890-91.

The mass of the population is devoted to agriculture, great facilities for which are provided by the rivers, the irrigation works, the railway and the main roads which lead to markets and sea ports. The words of the *Gazetteer* still give the true facts: "The condition of the land-holders varies considerably in different parts of the district. It may be roughly stated that few east of the river Yerla are in comfortable circumstances, and many are frequently obliged to leave their homes in search of employment."

I did not, however, find many signs even as far east as Gondoli and Mhaswad of great poverty. To the west the hill stations of Mahableshwar and Panchgani afford a means of livelihood to many who would otherwise find life a struggle for existence. From a distance of twenty miles even headloads of firewood are carried to these markets and to Satara On the ghâts I saw when out shooting large numbers of the men who live in the forest villages, and was much pleased with their physique, their simple manners and good humour. Their wants are few and easily supplied. The condition of many was such that it was clear they did not often go without a substantial meal.

The condition of those who live in Wai, Karegaon, Karad and Walwa is certainly most prosperous, but there is a want of active exterprise. —(*Mr. R. E. Candy, Collector*).

POONA.

1879-80.

The average rainfall for the whole district during the season under report was 32·99 inches, against 34·48 in the preceding year and 24·04 in 1877·78.

The rainfall at the commencement of the monsoon was generally favourable, and the sowing operations were proceeded with as rapidly as could be desired. Excessive moisture slightly damaged the early crops in Junnar, Khed and Purandhar, and weeding was hindered by the same cause.

Rainfall at headquarters.			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents
28	57	33	76

Transplantation of rice plants, etc., in the western districts was for a time retarded owing to insufficient rain. Rain, however, withheld further on in the season when it was most needed, and the result was that the outturn was of medium quality.

Judging from the District Officers' reports the yield of kharif crops in the western districts is estimated at 12 or 13 annas on an average. In the eastern talukas, allowing for the ravages made by rats, insects, etc., the outturn of the early crops can be put down at 8 to 10 annas in the rupee.

The sowing of rabi in Indapur, Bhimthadi and Sirur was at first carried on under favourable climatic conditions, but was subsequently retarded in some places for want of moisture. In September 1879 the fall of rain was light, and although some good showers fell in October and the standing crops were greatly benefited, the fall was not general, and in many parts of Indapur and Bhimthadi the rabi was a failure.

Owing to scarcity of bullocks and the poverty of cultivators generally the area of ground under rabi cultivation in Indapur and Bhimthadi talukas was not half that of the years before the famine. In the eastern part of Sirur about half area was sown.

The average yield is reported at 8 annas in Indapur and Sirur, and 10 to 12 annas in Bhimthadi.

SHOLAPUR.

The rainfall during the season was below the average of the preceding five years, but the average has been raised by the abnormally heavy fall of 1878 (68 inches 3 cents). Before that the average was about 24 inches, and I think that may be looked upon as about the proper average for the district. Taking that as a basis there was very little falling off in the year under report. The rain did not fall satisfactorily for the kharif crops. They suffered in the first instance from a cessation of the rain, and then when it did come there was such a downpour as to swamp them. Consequently, whilst the bloom was knocked off the bajri by rain the rice when in ear was withered by lack thereof. Then, again, the rat plague lasted sufficiently long to injure the young kharif crops. To sum up, the kharif harvest was a very inferior one.

Rainfall at headquarters.			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
33	85	22	29

In some places the rabi sowings were delayed from want of moisture, and in a few isolated villages in the Pandharpur and Madha talukas it is a fact that no sowings took place at all from the rains having come just when they ought not, and *vice versâ*. However, taking the district as a whole, there is no doubt about the outturn of the rabi harvest having far exceeded the estimate. In some villages, indeed, the rabi crops were as good as they could be. The irrigated crops also have been good. Some slight damage, however, was done by frost-bite, but it would be impossible to expect any season to pass without some deteriorating influence. Fortunately the rat plague died out before the rabi harvest.

The area under cultivation was, as might be expected, exceedingly limited, but the harvest was quite sufficient for the support of the existing population, and also in many places left a fair surplus for storage.

The area under cultivation next year will, without doubt, be far greater.

AHMEDNAGAR.

The monsoon having set in earlier than usual, sowing of the kharif was commenced in the middle of June in most of the talukas, but owing to heavy and continuous rain it could not be carried on briskly till the middle of July, when there was a general break in the weather. The sowing was completed under favourable circumstances by the end of July except in the Kopargaon taluka, in parts of which the first sowing was destroyed by insects and the operation had to be repeated. Throughout the month of August rain fell heavily and continuously. Undue moisture turned the young plants yellow and fostered the growth of weeds, but during a break in the first half of September weeding was carried on vigorously, and the prospects of the season changed for the better, although the injury done to crops by the bad weather was not retrieved in some places. An unseasonably dry month which followed this improvement in the weather had a very bad effect on all the

Rainfall at headquarters.	
Average of preceding five years.	Current year.
Inches.	Inches.
21 63	28 07

kharif crops, and the outturn throughout the district was only about one-half of the average yield

In Sheogaon, the most favoured of the talukas in this district, the yield of the kharif crop was 12 annas in the rupee, in Jamkhed, Rahuri and Akola 10, in Parner, Shrigonda and Newasa 8, in Sangamner 7, in Nagar 5, in Kopargaon 4, and in Karjat 3, but part of this unsatisfactory result was due to the ravages of rats, which infested all the talukas except Akola and Jamkhed, and were particularly destructive in Newasa and Kopargaon. Rupees 16,573 were paid in rewards for the destruction of 1,767,418 of these animals, but they had other enemies besides man. In Sheogaon it was observed that many were killed by ticks, and the late rains and frost are credited with the deaths of the majority of those which escaped the trappers Whatever be the cause of their disappearance, I am glad to be able to report that the district is now rid of them. The soil well saturated with moisture was in excellent condition for the sowing of the rabi crop, which was begun early in September and was generally finished by the 15th of October. Owing, however, to the comparative failure of the later rains and severe frosts, the crop fell far short of the expectation formed on its first appearance, and was nowhere more than 14 annas of an average yield, while in some places it was as low as 2 annas. The frosts which recurred in November, December and January were especially severe in Sheogaon (where a 22-anna crop was expected) and Newasa, but the damage was almost entirely confined to the low-lying baghayat lands, and some of the crops affected did not lose all vitality, but could be induced to sprout again by careful husbandry as I witnessed myself. Nevertheless, the damage from all causes was considerable, as will be seen from the table of estimated outturn in the margin. The average outturn for the whole district was 8 annas. The supply of fodder has been both good in quality and plentiful in quantity throughout the district.

Talukas	Annas in the rupee
1 Nagar	9
2 Parner	8
3 Shrigonda	12
4 Karjat	5
5 Jamkhed	8
6 Sheogaon	14
7 Newasa	8
8 Rahuri	12
9 Kopargaon	2
10 Sangamner	4
11 Akola	2

SATARA.

The rainfall during the year has been about the average. Except in some portion of the Máu and Khatao talukas, it was favourable for the sowing of kharif crops. The heaviest rainfall in Satara was in the month of August. In September and October the fall was universally scanty, and this caused much deficiency of water in the wells and tanks, which are usually filled by heavy plumps of rain at the end of the monsoon. The outturn of the kharif crops throughout the district may be said to have been an average one, except in some villages to the west of Wai. The season was very favourable in all parts for the sowing of the rabi crops; and although the usual thunderstorms at the end of the rains did not occur, the crops seem to have had sufficient moisture to bring them to maturity. In November and December the weather was unusually cold, especially in the early mornings, and heavy dew fell, which was very beneficial to the gram and wheat. The average outturn of the rabi crops was about 12 annas. In Koregaon a full crop was reaped, and this taluka was particularly fortunate in having a bumper kharif harvest as well.

Rainfall at head-quarters.	
Average of preceding five years.	Current year.
Inches. Cents	Inches. Cents
40 81	39 99

The district has enjoyed a comparative immunity from the plagues and blights which not unfrequently attack the crops. Locusts have committed no havoc, and rats did only some slight damage in a portion of Tasgaon. Measures were taken to exterminate the vermin in that taluka, and rewards to the extent of R231-4-0 were given in the early monsoon months. Heavy rain, however, completely effected the destruction of the rats, and they have not since been heard of in any numbers. During the year under report fodder has been cheap and plentiful. The condition of the cattle is all that could be desired, and in only some portion of the Wai taluka have they been afflicted with any disease worth mentioning.

POONA.

1880-81.

The average rainfall for the whole district during the season under report was 24·08 inches, against 32·99 in the preceding year and 34·48 in 1878-79.

Scanty, but favourable, rainfall was the characteristic feature of the season. In the western districts, where the fall is generally heavy, there was not the usual quantity of rain.

Rainfall at head-quarters	
Average of preceding five years	Current year
Inches. Cents	Inches. Cents
27 74	22 3

The sowing of kharif was commenced in June in the western talukas, but the rain having held off in the eastern talukas until the first fortnight of September 1880, the season for sowing kharif in dry crop-land passed away without being utilized to any extent. In the western talukas, and the northern and western parts of Purandhar, the early crops did tolerably well, but in the eastern districts they failed in patches, except in about four villages in Indapur, where sweet potatoes and Indian-corn were grown in the baghayat land. The area of ground in Bhimthadi

under kharif cultivation was about one-eighth the ordinary area and in Sirur about one-sixteenth.

The rainfall in September was general, and beneficial to the standing kharif crops, and it also enabled the cultivators to sow rabi.

The late crops, wherever sown, did generally well. The crops were favoured with a good fall in the latter part of November, which considerably improved the prospect of the rabi harvest.

The outturn of kharif in the western talukas may be set down at from 10 to 13 annas on an average, about 4 annas in Purandhar, and none to speak of in Indapur, Bhimthadi and Sirur.

Owing to the favourable rainfall for rabi the crops in Indapur were reported to be excellent, and tolerably good in Bhimthadi, Purandhar and Sirur. The outturn in Indapur is estimated at 16 annas, 12 to 14 in Bhimthadi and Purandhar, and 8 annas in Sirur.

SHOLAPUR.

The rainfall during the year was over the average and exceeded by over 14 inches the fall of the year previous.

Rainfall at headquarters.			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
31	84	36	7

In November there was a more than usual amount of stormy weather after the period when rain is usually expected. Several heavy falls of rain were reported from various parts of the district, and especially one at Karmala, where 9 inches and 72 cents were registered as having fallen in fifteen hours on the 25th. The effect of this rain was anything but beneficial. It played great havoc amongst the cotton crops in many places, and it caused the jawari to shoot up in stalks instead of forming into ear, so that the outturn of grain was much less than was expected. But the linseed suffered most. It became affected by a species of disease or blight, which virtually destroyed the whole crop. This was the more unfortunate because linseed has hitherto been regarded as a crop easy to rear, hardy of growth, and always commanding a good price in the market. Consequently during the year under report a very much larger area than usual was sown with it, especially in the Sholapur taluka. The ryots hoped that with an average linseed crop they would be able to pay up all their dues to Government, even to arrears, where any such were outstanding, and to have the jawari and other crops free for their own consumption and use. The loss of the linseed falsified their hopes of recouping themselves in some measure for the losses of previous years. Nevertheless, taking it all in all the year cannot be looked upon as an inferior one All that can be said is that it did not equal the expectations formed in September and October.

The hot weather and garden crops were all good.

AHMEDNAGAR.

The rainfall was scanty at the beginning of the monsoon, and so partially distributed that for some time I had grave cause for anxiety, and even after rain had fallen everywhere and sowing operations were completed, the moisture, which should have nourished the growing crops, was often so long withheld that almost throughout the season the shadow of an impending calammity seemed to hover over the district and forbid even the most sanguine to predict a favourable harvest. The first rain fell in the first week of June in Kopargaon, Sangamner, Akola and Jamkhed, and at the end of the month all the talukas had been visited by showers, Jamkhed, Karjat and Sheogaon being most favoured, and Rahuri least. Owing to the deficiency of the early rain, the season for sowing the coarser grain crops, such as mung and urad, could be utilized in very few villages, and those crops may be held to have practically failed. Rain fell plentifully during the first half of July in Akola, Nagar, Sangamner, Sheogaon, Jamkhed and Parner, but only scantily and partially in the other talukas. The sowing of kharif was, however, begun in all the talukas except Kopargaon and Newasa, where the rainfall was quite insufficient, but was interrupted in the third week of July in all talukas except Akola, Sangamner and Sheogaon by a recurrence of dry weather, which also destroyed the crops already sprouting in some talukas, or greatly checked their growth. At the end of July good rain fell in Karjat, Sheogaon, Nagar and Shrigonda, and heavy rain in Jamkhed. In the other talukas there was little or none, and the deterioration of growing crops there went on unchecked. In the first week in August good rain fell in Sheogaon, Nagar, Jamkhed and Parner, and the crops in those talukas were much benefited. From the other talukas, however, little was reported except that the crops were withering or had already withered where any existed, and by this time it became clear that the kharif harvest would be much below the average, for, except in Jamkhed and Sheogaon, the rain had been so partial and scanty that much of the kharif land had perforce remained unsown. In the second week of August matters became worse, and it was feared that the kharif crops would prove an almost

Rainfall at headquarters.	
Average of preceding five years.	Current year.
Inches.	Inches.
21·7	20·16

total failure everywhere except in Jamkhed, Sheogaon, Newasa and Nagar. At the end of the month I was obliged to recognize the fact that no change in the weather could produce any great improvement in the prospects of the kharif crops, and steps were taken to meet the distress which was apprehended, if they failed altogether, by the opening of relief works, but fortunately good rain fell throughout the district in the second week of September, which saved those kharif crops which had survived, and their safety was assured by timely showers in the following week which left them in a condition to arrive at maturity without further risk from want of moisture. The kharif harvest began at the end of September and was over by the end of November. It was thus unduly protracted owing to the unequal condition of the crops, consequent upon the partial character of the rainfall and its uneven distribution. Sowing was carried on as the weather proved favourable; and as it was seldom so simultaneously over large areas, crops of the same kind, but in all stages of development, might be noticed almost side by side, and the stage of maturity was reached with as little uniformity as had marked the operations preliminary to germination. The rain which fell at the end of October and the beginning of November proved very beneficial to the kharif crops sown late in the season, and it was owing to it that the average outturn for the whole district was as much as 6 annas. The outturn in each taluka is given below:—

	Annas.
1. Nagar	3
2. Parner	3
3. Shrigonda	2
4 Karjat	6
5 Jamkhed	11
6 Sheogaon	12
7. Newasa	7
8. Rahuri	6
9 Kopargaon	1
10 Sangamner	6
11. Akola	9

It was hoped that the late rains would compensate the failure caused by the drought, and that the rabi crop would be much above the average, but the rainfall failed to produce the maximum effect owing to unseasonable incidence, and the rabi crop fell below our expectations. The sowing of the rabi was commenced in the second fortnight of September and finished by the 15th of November, though in parts of the Kopargaon taluka it was delayed beyond that time owing to want of moisture. In the second and third weeks of October the rabi crops were languishing for want of rain, which, however, fell in the fourth week and revived them everywhere. About this time the jawari crops in Shrigonda were attacked by a blight called "khyri," which is attributed to want of moisture. The damage thus caused was partly repaired by the heavy rain which fell throughout the district in the last week of November, and assured the safety of the earlier sown crops everywhere. In Sangamner, Parner, Rahuri, Kopargaon and Shrigonda, however, the relief was only partial, and the later sown crops withered in December—Kopargaon, in which the kharif crop was almost a total failure, being one of the greatest sufferers in regard to the rabi crop also. The rainfall registered at Jamkhed on the 25th November was 5 inches and 19 cents; fortunately little or no damage was done to the crops. The cause of this excessive fall seems to have been a cyclone, which must have passed somewhere near Karmala (Sholapur district), where 9 inches and 72 cents of rain were registered on the same date in fifteen hours. The measures taken to give temporary relief to the ryots will be described in the appropriate paragraph. The average outturn of the rabi crops for the whole district was 10 annas. The outturn for each taluka is given in the margin. The supply of fodder was very scanty, and what could be had commanded a very high price during the time the drought prevailed. At one time a fodder famine seemed inevitable, but the late rains produced an abundant grass-crop, and prices gradually went down to their former level. In some of the parts of Kopargaon, Sangamner and Shrigonda the scarcity of water was severely felt during the hot weather, and wells were generally lower than usual. No damage was done by either rats or locusts.

Talukas.	Annas in the rupee
1. Nagar	12
2. Parner	8
3 Shrigonda	10
4 Karjat	12
5 Jamkhed	14
6. Sheogaon	12
7. Newasa	10
8 Rahuri	10
9. Kopargaon	6
10. Sangamner	6
11. Akola	7

SATARA.

The season was generally healthy, and, except in the single village (Dhom) of the Wai taluka, where cholera appeared, the public health was good. Cattle suffered from no unusual disease, and fodder was cheap and plentiful. The rainfall was scanty but seasonable, and therefore, with some exceptions in the Máu and Khatao talukas, more favourable to agriculture than a heavier rainfall would have been. In the last week of June nearly 4 inches fell, and the sowing of the early crops proceeded with every promise of a rich harvest In July less than 5 inches fell, and in

Rainfall at headquarters			
Average of preceding five years		Current year.	
Inches.	Cents	Inches.	Cents
39	43	28	68

the eastern districts and part of the Khandala Petha of the Wai taluka very little rain fell. Throughout August, except the first three days, the rain held off persistently, and the kharif crops were reported to be withering in all parts of the district. Fears of impending serious distress were entertained, and the question of preparing a scheme of relief was considered and discussed. But the seasonable fall in the first three days of August, followed by constant showers throughout September and the first week of October, not merely saved much of the kharif harvest, but ensured a full rabi crop, from which the eastern districts reaped the chief profit. The ryots generally admit that so rich a harvest has not been reaped for many years, and although the price of produce has been generally low, the people have been in high spirits and contented. The deficiency of the rainfall, however, produced a scarcity of water for drinking purposes, which necessitated special measures in the hot months. In March and April sanction was accorded to the sinking of several wells in the talukas of Khanapur and Khatao.

The water-supply of many villages was reduced to dangerously low limits, and it will be necessary to bestow a much larger attention than has hitherto been given to measures of increasing that supply. In the villages of Wangi and Kadepur the people have suffered much from guinea-worms, and I believe that many of the wells in the eastern part of the district are in a very unsatisfactory condition. The subject will be fully considered at the next meeting of the District Local Fund Committee.

POONA.

1881-82.

The average rainfall for the whole district during the season under report was 26·52 inches, against 24·8 in the preceding year and 32·99 in 1879-80.

The rainfall was in June 1881 deficient in the western talukas, but good in the eastern districts, where the sowing of kharif was commenced early. In July rain fell abundantly throughout the Collectorate, which enabled the cultivators generally to proceed with sowing operations.

Although the total quantity of rain in 1881 is greater than that registered in 1880 in the western districts, the fall was not so beneficial to the early crops. The rain came in heavy bursts instead of being well distributed. Slight damage was caused to kharif crops in a few villages in Junnar and Khed by insects known as "*Nagtodas*," which resemble grass-hoppers.

Rainfall at headquarters.			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
24	61	24	84

The outturn may, on the whole, be set down at from 10 to 12 annas in the rupee. The prospects of rabi were generally good. The crop was excellent in Indapur wherever it was sown, and good in Bhimthadi, Purandhar and Sirur. One or two showers of rain in December would greatly have benefited the crops.

The outturn of rabi may be set down at 14 annas in Indapur, and from 10 to 12 annas in the rest of the eastern districts.

Grass and water-supply were abundant in Indapur. Want of water was felt in Bhimthadi, Haveli, Junnar and a part of Purandhar.

The cotton crop was good in Indapur. The outturn was about 12 annas in the rupee.

AHMEDNAGAR.

The monsoon commenced about the last week of May in the talukas of Sangamner, Akola, Rahuri, Shrigonda and Parner, and rain continued to fall during the first and second weeks of June in every taluka except Shrigonda, Sheogaon, Sangamner and Akola, in consequence of which land was prepared for sowing operations, and the sowing of mung and urad was carried on in Shrigonda. The sowing of similar crops was also made in the first fortnight of June in most of the other talukas. In the third week of June there was a very scanty fall of rain in Nagar, Parner and Akola, a good fall in Jamkhed, but none in the other talukas. The sowing of mung and urad was in progress in Shrigonda and Jamkhed, but it was delayed elsewhere for want of rain. During the fourth week of June there was a good fall in Parner and in Newasa, but little or none in the other talukas. Sowing operations were in progress in Jamkhed, but they were delayed in the other talukas for want of sufficient moisture in the soil as the rain held off just when it was wanted. In the first fortnight of July there was a copious fall of rain in Sheogaon, Akola, Parner and Newasa talukas, and a fairly good one in the others, the smallest quantity being in Kopargaon, where 1 inch and 5 cents were gauged during the entire fortnight. The sowing of the kharif was begun in parts of all the talukas except in Rahuri, where it was delayed for want of rain. The rainfall became scantier in the second fortnight of July, in consequence of which the sowing of kharif was

Rainfall at headquarters.	
Average fall of preceding five years.	Current year.
Inches.	Inches.
21·19	18·9

delayed, and the young plants commenced to wither in all the talukas except Akola. In Kopargaon the sowing was very partial as it could be carried on only in a few villages where sufficient rain had fallen. In Rahuri also the sowing was partial though not to the same extent as in Kopargaon In the first fortnight of August there was a scanty fall of rain in all the talukas except in Parner and Newasa, the talukas of Rahuri, Kopargaon and Sangamner having the least rainfall, in consequence of which the young crops in those talukas suffered very much from the drought.

The rain in the second fortnight of August was also partial in almost all the talukas. Sowing operations were completed by the end of July in some and by the end of August in other talukas, but owing to the insufficiency of the fall of rain much land remained unsown in Kopargaon, and some also in Rahuri, Nagar, Newasa and Sangamner. Reports were received in August that the condition of crops in Karjat, Jamkhed, Sheogaon, Akola, Newasa and in parts of Sangamner was good, and that in parts of the other talukas the young plants were withering.

The rainfall in the month of September varied from 2 inches 15 cents in Akola to 8 inches 75 cents in Nagar, Kopargaon getting 3 inches 34 cents, but in this taluka the rain proved useless to the kharif crops as there was so scanty a rainfall during the ear lier period of their existence that the cultivators had rooted up the kharif crops and prepared their land for rabi. The condition of the crops in other talukas was reported to be fair except in Sangamner where it was precarious. In October the rainfall in Sangamner and Akola was 4 inches 93 cents and 4 inches 98 cents, respectively; in the other talukas it varied from 15 cents in Kopargaon to 2 inches 65 cents in Rahuri. Some damage was done to crops in the hilly villages of the Akola taluka by locusts. Harvesting operations were commenced in the beginning of October, and were concluded by the first fortnight of November. The average outturn for the whole district was 7¼ annas in the rupee against 6 annas in the previous season. The outturn, as reported in each taluka, is shown below:—

	Annas.
1. Nagar	4
2. Parner	9
3 Shrigonda	8
4. Karjat	10
5. Jamkhed	12
6 Sheogaon	13
7 Newasa	8
8. Rahuri	4
9. Kopargaon	2
10 Sangamner	4¼
11. Akola	8

The fact that the average crop of the whole district this year exceeded that of the previous one is to be accounted for by the very good crops in the Karjat, Jamkhed and especially the Sheogaon taluka. The block of country between Akola on the west and the eastern part of Newasa, or the western part of the Sheogaon taluka gave only an average of a 3- or 4-anna crop for the three talukas of Shrigonda, Karjat and Rahuri and the western portion of Newasa taluka. In Nagar taluka also, which borders on Rahuri and Parner, the crops were very scanty; several ryots there petitioned for remissions and complained of losses in former years. It may be necessary by-and-bye in some few cases to remit the revenue, but no recommendations to that effect have yet been made because the general condition of the ryots is better there than in the northern talukas, and the loss of crops was also not so general.

The season for rabi sowing set in in the last week of August, in which month rain, varying from 30 cents in Kopargaon to 3 inches 39 cents in Jamkhed, fell in the district. In all the talukas sowing was begun in the early part of September and was finished by the end of October, except in Kopargaon and Rahuri, where much land was left uncultivated. In September the rainfall was good in all the talukas except Kopargaon, Sangamner and Akola where the average rainfall was 2·78.

The rainfall in October was quite insufficient in Kopargaon, Jamkhed and Newasa; it only amounted to 15, 26 and 43 cents, respectively. In that month the crops in Parner, Kopargaon, Rahuri and Sangamner were reported to be withering, but to be in a good condition in the remaining talukas. The rainfall in November varied from 50 cents in Rahuri to 75 cents in Karjat, except in Kopargaon, Sangamner and Akola, where there was a total want of it. There was no rain at all in the district during the month of December. For want of a good fall of rain in November the rabi crops in the talukas where there was a want of it in the previous months suffered to a great extent. There was little or no outturn in the northern part of Kopargaon, the rabi crop there being confined to 39 out of 125 villages, and even in those the crop was miserably poor. In Sangamner also the crop was very poor. The crops in the other villages of the taluka entirely failed.

In Jamkhed the jawari and linseed crop and in Karjat the jawari crop were reported to have suffered from a blight called "khyri." The outturn of the rabi crop in each taluka is given below:—

	Annas.
1. Nagar	8
2 Parner	8
3 Shrigonda	14
4. Karjat	14
5. Jamkhed	12

		Annas.
6	Sheogaon	13
7	Newasa	8
8.	Rahuri	5
9	Kopargaon	4
10	Sangamner	4
11	Akola	9

The average outturn for the whole district was 9¾ annas in the rupee against 10 annas in the previous season. It will thus be seen that Sheogaon and Jamkhed had nearly a full crop in the rabi as well as in the kharif season.

Owing to the scarcity of rainfall in the talukas of Kopargaon, Sangamner, Rahuri and Parner, a representation was made to Government with the object of improving the water-supply in those talukas, and Government in their Resolution (Revenue Department) No. 765, dated 1st March 1882, were pleased to sanction the sum of ₹15,000 for that purpose; this has been utilized in the construction, deepening and repairing of many wells—a work which will greatly benefit the villages where the want of water was formerly much felt.

The failure of crops in the Kopargaon taluka also reduced the Jaglias and Mahars of that taluka to a state of semi-starvation as they were expected to remain in their villages and do Government service, though there were no crops out of which their usual tithes could be given them by the villagers, their own *inam* lands also remaining unsown for the same reason. Government were therefore pleased to sanction an allowance of ₹2 a month to each Jaglia and Mahar until the next harvest season. This concession has been extended to the Jaglias and Mahars of eighty villages in the Sangamner taluka by Government Resolution (Revenue Department) No. 4088, dated 22nd June 1882. The steps taken to afford relief to the ryots by starting public works will be described under the appropriate paragraph.

In the early part of last month I received reports from the mamlatdars of Nagar, Shrigonda, Karjat and Kopargaon, stating that their talukas had been visited by locusts, large flights of which passed through the district from south to north on the 4th, 5th and 6th of June. No injury was apparently done by them at Karjat, but at Kopargaon the karda, or hot weather jawari crops grown only on irrigated land, is said to have been severely injured by them.

SATARA.

The season was, on the whole, favourable. The fall of rain gauged at the sadar station exceeded the average for the preceding five years by 2·14 inches. During the first fortnight of the season the rainfall was inconsiderable, and the sowing of the early crops was suspended, and want of water was felt for domestic purposes. The weather, however, was sultry, sky cloudy, and indications of an early appearance of rain were present. In the latter part of the second fortnight these expectations were realized. The rainfall was general and plentiful, and sowing operations were commenced. In July and August, however, the rainfall was scanty, and it was apprehended that the prospects of the season would be seriously impaired as rain was reported to be much required, and the crops to be withering in the talukas of Máu, Khatao, Khanapur, Tasgaon, Karad, Walva and the Khandala Petha of the Wai taluka. These apprehensions of failure were considerably reduced by a seasonable and beneficial fall of rain in September and October, which greatly improved the condition of the crops except in the talukas of Tasgaon, Khanapur, part of Walva and the eastern portion of the Khandala Petha, where the fall of rain was not plentiful, and the kharif crops in consequence were reported to have suffered to a partial extent. Up to the end of the season the rainfall continued to be favourable to the sowing of the rabi.

Rainfall at headquarters.			
Average of preceding five years		Current year.	
Inches	Cents	Inches	Cents
33	63	35	77

The public health has been good, though cholera visited all the talukas, the mortality amounting to 1,508 persons against 3,454 attacked. The agricultural stock suffered from the invasion of cattle disease, the symptoms being swelling of the fore and hind legs, accompanied by an incapacity to stand or ruminate, terminating in death in the space of three days from the time of attack. The price of produce has been generally low, but the people appear to be in a fairly prosperous condition.

POONA.

1882-83.

The average rainfall for the whole district during the season under report was 35·92 inches against 26 52 in the preceding year, and 24·08 in 1880-81. The average rainfall for the past five years amounts to 36 20 inches.

Western Districts.—At the setting in of the monsoon the rainfall was good and general throughout the Collectorate, and sowing operations were commenced everywhere. The abundant fall in Haveli, including the Mulshi Petha, washed away the rice seed sown in "rab" patches and damaged the "bandhs" of rice-fields prepared for cultivation. The consequence was that rice had to be re-sown in some places and the bandhs re-erected. The fall in Khed, Junnar, and Mawal was good and seasonable for the sowing of kharif. Sowing operations were retarded in

Rainfall at headquarters			
Average of preceding five years		Current year.	
Inches	Cents	Inches	Cents
26	48	34	51

July, owing to excessive moisture, but the transplanting of rice progressed satisfactorily in that month. The fall in August was light but beneficial, and the rain which fell in September was general throughout the Collectorate, and benefited the standing kharif crop.

In the last week of September reports regarding the damage done to crops by locusts were received from Khed, Junnar, Sirur and Purandhar. Subsequently the rest of the Collectorate, excepting the Indapur taluka and the principal division of Bhimthadi, was affected.

Roughly speaking, locusts are said to have slightly damaged about half the kharif crops in thirty-five villages of Khed, and in some other villages the loss is set down at ⅛ to ¼. On the whole, however, the outturn, allowing for the damage by locusts, is estimated at 12 annas in that taluka. The mischief caused by locusts in Junnar is estimated at 8 annas in the Mawal portion and 4 annas in some of the Deshi villages, or about 6 annas on an average.

Fortunately the locusts did not appear till the bajri and jawari had nearly ripened and the enamel on the grain protected it to a great extent; inferior kinds of crop such as nachain, sawa, varai, etc., the grain of which is smaller and softer, suffered to a greater extent in the Mawal taluka and the western part of Haveli.

Eastern Districts: Indapur, Bhimthadi, Purandhar and Sirur.—These are mostly rabi talukas; some kharif is, however, sown.

Owing to an abundant fall of rain in June, jirayat crops, such as bajri, mug, mutki, etc., were sown in Indapur and sprang up vigorously; the rain afterwards failed for a time, and when it again fell it was very light. Consequently, bajri and mug crops in some places withered, and there was a loss estimated at about 6 annas.

In Bhimthadi the rainfall was unequally distributed and was insufficient; so the outturn was insignificant—about 6 annas.

The fall of rain in June was well distributed in Sirur, and the cultivators were enabled to sow mug, etc., throughout the taluka; but later on in the season there was an insufficiency of moisture, and although the outturn in the western part of the taluka was 10 annas, it was on an average only 6 annas in the north and 4 annas in the east, allowing for damage by locusts.

The outturn of kharif in Purandhar may be put down at 12 annas. Locusts caused slight damage in about twenty-four villages in the southern and western part of the taluka.

Great fears were at first entertained about the rabi throughout the district, but the fall in the latter part of November revived the withering crops. After personal observation, I am in a position to state that the probable yield in Indapur was about 12 annas, and in Bhimthadi about 10 annas. In Purandhar it is reported to be 14, and in Sirur about 10 annas, so that the rabi outturn may be said to have been good.

SHOLAPUR.

The rainfall during the year of report was exceptionally heavy.

Rainfall at headquarters			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
36	58	40	53

The monsoon broke early in June, and being favourable to kharif, nearly all the available land was sown. About this time a swarm of locusts passed over the district from south to north, but the damage done to standing garden crops was immaterial. There were long breaks in the monsoon in July, and in the latter part of October which were followed by fresh downpours.

The outturn for each taluka in fractions of a rupee was estimated to have been as follows:—

	Kharif. R a p.	Rabi R a. p.
Sholapur . .	0 15 0	0 15 0
Barsi . . .	0 8 0	0 14 0
Madha . . .	0 15 0	0 11 0
Karmala . .	0 4 0	0 12 0
Pandharpur . .	0 4 0	0 12 0
Sangola . .	0 8 0	0 12 0
Malsiras . .	0 6 0	0 8 0
General average .	0 8 6	0 12 0

The above figures are from the mamlatdars' estimates, but I am inclined from my own observations made while on tour to consider the outturn of kharif under-estimated in Karmala and Pandharpur, and that of rabi in Malsiras.

AHMEDNAGAR.

The season was not on the whole unfavourable. The monsoon set in in the last week of May. The rainfall in the first fortnight of June was general throughout the district, and the sowing of the "tussar" crops was completed in most talukas by the end of June, the sowing of kharif having also been commenced in some talukas about the same time and completed in all in the second fortnight of July. In July the rainfall was somewhat partial, and in August it became scantier, in consequence of which the bajri crop began to wither in all the talukas except Jamkhed and Akola; but a heavy fall in September proved beneficial to the crops, which again put forth a promising aspect; a plague of locusts appeared, however, in the talukas of Kopargaon, Rahuri, Sangamner, Akola, Newasa and Nagar, and did considerable damage to the

Rainfall at headquarters.	
Average of preceding five years	Current year.
Inches.	Inches.
22·99	21·20

crops in the first four talukas and also in some villages of the last two. The rain too again became scarce in October, and the locusts continued their ravages during the greater part of the month, appearing ultimately in almost all the talukas of the district with the exception of Jamkhed, though the injury to the crops was confined to the talukas visited by them in the early part of September. The harvesting began early in October and was finished in the first fortnight of November. The outturn of the kharif crops was 12 annas in the rupee at Sheogaon, and in the other talukas (Kopargaon excepted) it varied from 11½ annas in Parner to 6 annas in Newasa. In Kopargaon, where the outturn was nominal, the damage caused by the locusts was very great; almost every village in the taluka having suffered from their depredations. In fifty-nine villages the loss was total, and in fifty it was considerable. A number of people emigrated in quest of work, but of these many returned for the rabi sowing. The average outturn of the kharif crop for the whole district was estimated at 8 annas in the rupee, against 7½ in the previous season.

Rabi.—The sowing of rabi began in the first fortnight of September, and was completed in all the talukas, except Akola, by the end of October. Owing to the existence of locusts in Kopargaon, Akola and Sangamner, the sowing in those talukas was deferred beyond the right time, and a smaller area than usual was under rabi cultivation.

The crops in the early part of November suffered from want of moisture in the soil; but rain fell nearly everywhere in the second half of the month and materially improved the harvest prospects. The rainfall in November in the talukas of Nagar, Parner, Rahuri and Sangamner was above an inch, in Jamkhed, Sheogaon and Akola it was above, and in the remaining talukas below, half an inch. There was a slight fall of rain in the early part of December also, but the maximum was only 41 cents in Karjat. The outturn of the rabi crop was 13 annas in the rupee in Newasa and Rahuri, 9 annas in Kopargaon, and in the other talukas (except Sangamner), it varied from 12 to 8 annas. The outturn in Sangamner was only 4 annas, and that for the whole district averaged 9½ annas in the rupee, against 9¾ in the preceding season.

Appended to this report is a map of the Ahmednagar Collectorate. As stated above, the talukas of Kopargaon, Sangamner, Akola, Rahuri, Newasa, and Nagar suffered damage by locust in the kharif season of 1882. The greatest of all was done in the Kopargaon taluka, the loss in the rest of the talukas (named above) was also considerable. In Sangamner 128 villages and in Rahuri 92 villages likewise sustained various degrees of damage, which extended also to 57 villages of the Newasa and 53 of Akola talukas. The loss in the Nagar taluka was fortunately slighter than in the other talukas, and it was confined to 17 villages. The map being eight miles to an inch, the number of villages of each taluka therein shown is small, it is not therefore possible to specify all the villages where the destruction of crops by locusts occurred; but such of them as suffered most in the first five talukas, and have found a place in the map, are marked with a dark blue line. The damage done by locusts was most severe in its consequences in the Akola taluka because there was no spring crop to counterbalance the loss in the monsoon crop, and the villagers being mostly Kolis and Thakurs, *i.e.*, hillmen living on the edge of the ghauts subsisting by rude cultivation, were very poor. The Loni and Kalas road, however, afforded employment to many of these people.

SATARA.

The season may be said to be a favourable one. The fall of rain gauged at the sadar station exceeded the average for the preceding five years by 21·10 inches. At the commencement of the season the rainfall was plentiful and the sowing of the kharif crops commenced throughout the district early in June. In the month of July the rainfall was so copious in parts of the Karad, Satara and Jaoli talukas, that the young crops were much injured, and in a few villages the fields had to be sown again. In the rest of the talukas, too, some damage was caused to young crops on account of heavy rains, and in consequence the kharif crops suffered partly in all the parts of the district. In August and September the rain was seasonable and proved of much benefit to the growth of the crops. In October the rain ceased rather abruptly, and apprehensions were entertained that the rabi crops would suffer thereby. By the end of November, however, timely and sufficient rainfall cheered the prospects of the district in general and invigorated the rabi crops that had suffered much for want of rain. In the month of September stray locusts appeared in some parts of the Wai, Satara and Jaoli talukas, and a few villages of the Karad, Walva, Koregaon and Khanapur talukas. As the visitation was not, however, severe, the damage done to crops was trivial, except in a few villages of the Wai and Jaoli talukas. They appeared in large masses in April last and were seen in the Jaoli, Wai, Satara, Koregaon and Khatao talukas till the burst of the monsoon, and at present a few stragglers are to be found in a few talukas.

RAINFALL AT HEADQUARTERS

Average of preceding five years.		Current year	
Inches	Cents.	Inches	Cents.
34	56	55	66

The public health has been better than in the previous year; cholera visited all the talukas

The number of attacks was 2,243, and the number of deaths amounted to 993, against 3,454 and 1,508, respectively, in the last year. Some cases of small-pox occurred in a few villages of the district and at Mahableshwar. The cattle disease which visited the district at the end of the last year continued to some extent in the Wai and Jaoli talukas and some parts of the Satara and Máu talukas. The supply of drinking water was sufficient and the fodder was cheap. On the whole the season can be safely considered as favourable throughout the district, with the exception of a few villages in the Jaoli and Wai talukas, where the damage to crops by locusts made it necessary to grant remissions of land revenue. I believe the condition of the people to be improving, but as a large proportion of the holdings cannot grow grain enough to feed the mouths of the holders and their belongings, I do not think that their condition can ever be more than moderate. It is no fault of the assessment. This is light enough, and even if their holdings were rent-free, the cultivators in many instances would not be much better off than they now are.

POONA.

1883-84.

The average rainfall for the whole district during the season under report was inches 40·91 against 35·93 in the preceding year, and 26 52, in 1881-82. The average rain for the past five years amounts to 29·58 inches.

There was an abundant, though not timely, rainfall, the quantities registered at the several stations being a great deal more than those gauged last year, except at Khed, Karkela and in the Mulshi and Ambegaon Petas.

The western division comprises the talukas of Junnar, Khed, Haveli, Mawal and Poona. The plain villages on the eastern side of Junnar had a fall of rain which, though excessive, was seasonable for kharif sowing. The crops were, however, slightly injured by the unusually heavy rain in September and October, which blackened the bajri ears. The outturn is put at 12 annas. No serious damage to crops was done by locusts, which were, however, to be found throughout the district except in the Indapur taluka.

RAINFALL AT HEADQUARTERS.

Average of preceding five years.		Current year.	
Inches	Cents	Inches	Cents
29	58	47	63

Rice in the western part of the taluka was sightly affected by excessive damp.

Inferior kinds of grain, such as nachain, sawa, warai, etc., were, to a certain extent, eaten by locusts in some villages of the Mawal taluka, but the loss was comparatively small, and the outturn of the rice crop was excellent

The kharif crop in Khed and Haveli, like that in Junnar, suffered from the excessive rain in October, but the yield amounted, notwithstanding, to about 12 annas.

The abundant rainfall in October enabled cultivators in the western talukas to sow rabi (*i. e.*, wheat and gram) to a larger extent than usual.

These crops generally did well, the outturn being about 10 annas.

The eastern division consists of Purandhar, Bhimthadi, Indapur and Sirur.

In Purandhar the early crops suffered slightly owing to heavy rain. In some villages the fall was unseasonable, but the outturn in the aggregate may be set down at 14 annas.

The fall in Bhimthadi was abundant but unseasonable. The rabi yield was only 8 annas.

In Indapur bajri crops withered in the first instance, but revived with the subsequent fall of rain. While the crops were flowering, exceedingly heavy rain fell and caused a serious diminution of outturn. The rabi crops throve well, the outturn being about 15 annas.

In Sirur the kharif crops generally did well. Bajri suffered to a slight extent owing to the excessive rain in October. The outturn was calculated at 12 annas.

The rabi crops were good, the yield being from 12 to 14 annas.

SHOLAPUR.

During the year under report the rainfall was very heavy. It commenced early in June, and the kharif sowing was completed by the middle of July. For about two months there was a break in the monsoon, and the kharif crop suffered in consequence. The rabi crops also suffered a little, first, through excessive rain, and, subsequently, from the want of rain, resulting in a very poor outturn of jawari, which is the main rabi grain crop. Other crops, such as wheat, gram, ground-nut and safflower, were good. The failure in both kharif and rabi was greatest in Karmala, Sangola and Malsiras.

RAINFALL AT HEADQUARTERS

Average of preceding five years.		Current year	
Inches.	Cents.	Inches.	Cents
38	15	41	26

The following table gives the outturn of both crops :—

	Kharif.			Rabi.		
	R	a	p	R	a.	p.
Sholapur	0	10	0	0	11	4
Barsi	0	10	0	0	10	0
Madha	0	9	0	0	9	0
Karmala	0	3	9	0	8	0
Pandharpur	0	10	0	0	10	0
Sangola	0	6	5	0	5	7
Malsiras	0	8	0	0	8	0
General average	0	8	5	0	9	5

AHMEDNAGAR.

The season was an average one. The monsoon was unusually heavy, such as has not been experienced for some years past. The kharif sowing was completed in July. In Kopargaon, an area smaller than usual was under cultivation, probably owing to the presence of locusts in that taluka in the month of June; but fortunately it did not suffer from their ravages, for they and their young brood had all disappeared before the rabi—the chief crop in this taluka—was ripe. The rain which commenced in the first fortnight of June continued to fall uninterruptedly till the first fortnight of July, when it held off entirely in Shrigonda, Rahuri and Karjat; it was also scanty in the remaining talukas in the first fortnight of August, owing to which the crops in some places showed signs of withering; they, however, revived again, having benefited by a copious fall of rain, which extended to all the talukas in the second fortnight of August. In September the kharif crops were reported to be injured, and the sowing of rabi was retarded throughout the district by an excessive rainfall, which varied from 5 inches 16 cents in Sangamner to 11 inches 93 cents in Newasa. Rain continued unabated in the first fortnight of October to the detriment of the crops. The harvesting of the kharif crops was completed by the end of November. The bajri reaped was reported to have been injured in almost all the talukas by the excessive rainfall, which also retarded the sowing of jawari in Karjat, Rahuri, Kopargaon, Sangamner, Newasa and Akola. Rain continued to fall with various intermissions till the end of November when it entirely ceased. The highest fall registered was 44 inches 66 cents in Jamkhed and the lowest was 29 inches 98 cents in Shrigonda. The average outturn of the kharif crop was, as in 1882-83, only 8 annas in the rupee.

RAINFALL AT HEADQUARTERS.

Average of preceding five years.	Current year.
Inches.	Inches.
22 60	43 26

The preparations for sowing the rabi crops could not be commenced in some places earlier than the second half of November, as the heavy rains in October and the early part of November rendered the ground unfit for carrying on agricultural operations. The jawari sown was damaged by the caking of the soil after the later rains, which also prevented proper weeding operations; its yield was in consequence only a very poor one in most talukas of the district. The wheat and gram, on the contrary, fared better. The average outturn of the jawari crop was 1½ annas and of the other rabi crops 9 annas in the rupee.

A map of the district of Ahmednagar illustrates this report.

SATARA.

The season may be considered a satisfactory one. The fall of rain gauged at the sadar stations exceeded the average for the preceding five years by 16·60 inches. The monsoon set in somewhat earlier than usual, as the first showers of rain fell in all the talukas in the last week of May, 1883. In June the rainfall was general and copious, and sowing operations were pushed on vigorously in all the talukas. In July timely showers proved of much benefit to the young crops. A break in the rain in the first fortnight of August facilitated weeding operations in some parts of the district, but fears were entertained that the young kharif crops would suffer seriously for want of moisture. In the latter part of August, however, rain was copious and seasonable, and revived the drooping crops. It continued more or less in all the parts of the district till the 14th of August, and then there was a complete break for about nine days except at one place. From 24th August the rainfall was general throughout the district till the end of October. In the first week of November it was moderate, and ceased altogether by the beginning of the second week. The kharif and rabi crops were in good condition during the last three months, and no appreciable damage was done to any of them either from excess or want of rain, except to the shalu or cold-weather jawari, which suffered from excessive rain at the time of germination.

RAINFALL AT HEADQUARTERS

Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents
41	14	57	74

Locusts first made their appearance in the Jaoli taluka in January, 1883, whither they came by Ambaolighat from the Ratnagiri district. They appeared at Mahableshwar in the middle of March, 1883, and in the Shirala Peta at the end of the month. At the end of April large swarms alighted at Mahableshwar from the Ratnagiri district, and then spread throughout the talukas of Jaoli, Wai and Satara. Stragglers were also found in the Koregaon and Karad talukas. By July almost all the talukas in this district were more or less infested. Vigorous measures were adopted for their destruction. Cyprus screens, dhotars, tarred screens and brooms, and bagnets were all tried with varying success, and the people as a rule worked well and willingly to destroy the young broods. It is satisfactory to report that, although the visitation was very severe, the damage done to crops was so slight that no question of remission on account of them has been raised anywhere.

The disappearance of the swarms, which was sudden and almost complete, took place in November. A few stragglers have returned; but I am thankful to say that their numbers were nowhere formidable, and that, as the people are thoroughly alive to the importance of destroying the breeder insects, they will be effectually reckoned with whenever they give the opportunity. I should be glad to hear that Government are prepared to mark their sense of the alacrity with which in very many cases the people gave their services gratis for the work of locust-catching.

The cattle disease, which visited this district in 1882, lingered here and there in the Patan and Jaoli talukas. There was no scarcity in the supply of drinking water, and the prices of fodder were not extravagantly high, though owing to the partial failure of the jawari crops, karbi was scarcer than usual and grass proportionately dearer.

The season may be pronounced favourable on the whole. The people have been peaceable and contented, and there has been less emigration in search of labour during the hot weather; more willingness to contribute in labour and money towards public works, and increased activity in the construction and repair of temples and wells—all of which may safely be regarded as signs of prosperity.

As I have not been in Satara before, I cannot contrast its present with its former condition; but I have had the opportunity of seeing a good deal of the district, and have certainly been favourably impressed both with the comfortable appearance of the people and their agricultural skill.

POONA.

1884-85.

The rainfall for the whole district during the season under report was 34·2 inches against 40·91 in the preceding year and 35·93 in 1882-83. The average rainfall for the past years is 33·8 inches.

The quantities of rain registered at the several stations in the district were less than those gauged last year, except at Kirkala and in the Ambegaon Peta under Khed, where there was a slight increase.

In Mawal the rainfall was good and equable at first, but was excessive in October, which slightly affected the early crops.

In Haveli it was not equally distributed; that which fell in October was abundant and damaged the kharif crops in some villages.

Rainfall at Headquarters.	
Average of preceding five years.	Current year.
Inches. Cents.	Inches. Cents.
32 55	38 8

The early crops in Khed and Junnar (which with Mawal and Haveli form the western division) suffered to a slight extent owing to unseasonable rainfall.

On the whole, the outturn of the early crops in the western division might be set down at 12 to 14 annas in the rupee.

The rainfall in the eastern division was unseasonable, and therefore not beneficial to kharif crops.

Owing to deficient rainfall, early and late crops in five or six villages near Mandavgan, taluka, Sirur, failed. For the same reason the kharif outturn in ten or twelve villages was insignificant, that in the remainder of the taluka being estimated at 8 annas. In Purandhar the yield was about 9 annas on an average, and in Bhimthadi only 2 annas.

The rainfall in Indapur was light and unequal for the early crops. What little ground was sown yielded but a poor crop—not more than 4 annas on an average.

Rabi crops in the western division were generally benefited by the October rain, and the yield was about 14 annas.

The fall for the rabi crops in Purandhar was seasonable, and the crops did well. The outturn was about 12 annas.

The rabi crops in some villages of Sirur withered for want of moisture; in others the yield was about 10 annas.

The rabi crops in the western and south-eastern villages of the Bhimthadi taluka, where the rainfall was equally distributed, did well. The fall on the 23rd October greatly benefited them. The sowings in about seventeen or eighteen villages in the north of the taluka were late and the crops much benefited by the December rain. The outturn on an average was from 10 to 12 annas.

In Indapur the fall was capricious. The crops sown before 18th October gave a poor yield from the long break that succeeded. The later sowings which at one time were almost despaired of were saved by the unusual fall in December, and in many villages yielded well on the whole, equal to Bhimthadi.

SHOLAPUR.

Rainfall at Headquarters.	
Average of preceding five years.	Current year.
Inches. Cents.	Inches. Cents
32 80	22 9

I quote below a note left by Mr. Waddington:—

The rainfall was much below the average throughout the district, except in Barsi, and was specially poor in the Malsiras, Sangola, Pandharpur and Karmala taluqas; in fact so bad were the prospects of the season that in the early part of December proposals were submitted to Government for the commencement of famine works in the

four taluqas above named. In the Madha taluqa the prospects were also very bad and also in some seventeen villages in the "Mandroop Mahal" forming the southern portion of the Sholapur taluqa.

The total rainfall from 1st May 1884 to 31st March 1885 is contrasted with that of the preceding year in the following table:—

	1st May 1883 to 31st March 1884.		1st May 1884 to 31st March 1885.	
	In.	Cts.	In.	Cts.
Sholapur	40	61	21	43
Barsi	42	64	22	64
Madha	36	18	17	20
Karmala	32	78	16	19
Pandharpur	28	29	15	35
Sangola	25	58	15	87
Malsiras	28	91	12	36

Providentially just at Christmas time there was an unusual and general fall of rain, and this fall was heaviest in the taluqas where it was most needed. This fall is given in detail below:—

	In.	Cts.
Sholapur	1	86
Barsi	1	68
Madha	2	55
Karmala	1	69
Pandharpur	3	52
Sangola	2	89
Malsiras	2	53

The result of this opportune rain was that the crops that in many parts were half-withered revived, and eventually the outturn of the rabi crops was as shown below. The kharif was, it will be seen, a complete failure except in the Barsi taluka; in fact the scanty rain that did fall during the monsoon was so late that little or no kharif crops were even sown:—

	Khari.			Rabi.		
	R	a.	p.	R	a.	p.
Sholapur	0	0	0½	0	12	0
Barsi	0	10	0	0	12	0
Madha				0	10	0
Karmala	0	0	9	0	8	0
Pandharpur				0	12	0
Sangola	0	2	3	0	6	0
Malsiras		..		0	8	0

Almost the whole of the rabi crop consisted of jawari, cotton being a complete failure, and very little gram, linseed or safflower being put down, as compared with ordinary years. The figures given by mamlatdars as shown in table above are, I think, fairly correct except in the case of Barsi, where the crop was, I consider, generally a bumper crop. I form this opinion after personal inspection of a great portion of the taluqa.

AHMEDNAGAR.

Rain at Headquarters.	
Average of preceding five years.	Current year.
Inches. 26·27	Inches. 21·78.

The season was not a good one. The monsoon set in in the first fortnight of June throughout the district, the highest fall being 1·79 cents in Karjat, and lowest 15 cents in Akola The sowing of "Tusar" (early crops) began in June in most taluqas of the Collectorate. Rain was general throughout the district in the first fortnight of July and it enabled the cultivators to begin the sowing of kharif crops in the talukas of Parner, Karjat, Kopargaon, Sangamner and Akola during the first and in the remaining talukas during the second fortnight of July. Rain fell more copiously in the second fortnight of July throughout the district, the highest quantity gauged being 8·91 cents in Akola and the lowest 82 cents in Nagar. At the beginning of August the rain held off entirely in the taluqas of Karjat, Rahuri and Kopargaon, and it was very scanty in the remaining taluqas. Owing to this the kharif crops showed signs of withering in all the talukas except Akola and Sangamner. A general improvement in the weather, however, took place in the second half of August, and an abundant fall of rain, varying from 6 inches 80 cents in Nagar to 1 inch 35 cents in Sangamner, revived the withering crops throughout the district. This rain also averted a fodder famine which was imminent in some parts of the district.

During the first fortnight of September Shrigonda had no rain and even all the other talukas except Akola, Kopargaon, Sangamner and Parner had but a very partial fall. In the second fortnight the rainfall was general throughout the district, the maximum being 5 inches 35 cents in Jamkhed and the minimum 1 inch 12 cents in Shrigonda. This very much improved the condition of the kharif crops except in the Shrigonda, Karjat and Jamkhed talukas. More than an inch of rain fell in the first fortnight of October, and in the second fortnight the fall varied from 3 inches 11 cents in Akola to 1 inch 44 cents in Kopargaon. In Jamkhed the harvesting of kharif crops began in the first, and in the other taluqas in the second, fortnight of October; the harvest was finished in all the talukas by the 1st of November. In November the rainfall was only 23 cents in Akola and 14 cents in Jamkhed, and that too in the first fortnight of the month. The highest rainfall registered throughout the season was 26·87 cents in Akola and the lowest 11·89 in Shrigonda, the average for the whole district being 17 89 cents, which is low.

The average outturn of the kharif crops of the whole district was about 6 annas 6 pies in the rupee, against 8 annas in the preceding year.

The sowing of the rabi crop was delayed in some parts of the district till the first fortnight of October owing to the irregular fall of rain. The area under rabi cultivation was somewhat smaller than usual as the peasants left some land uncultivated for their cattle to graze on. In the Shrigonda and Karjat talukas rabi crops were sown to a large extent, but in the first-named taluka the crop was a failure. In most of the talukas the crop suffered from blight.

The average outturn of the rabi crops was 7 annas 4 pies, against 9 annas in the rupee of the previous year.

The jawari crop suffered from smut, and the wheat from rust, while over a considerable area the usual bajri, to which the peasantry look for food for themselves, was not sown. The rain was in the early part of the season quite insufficient, and though an ample fall came late in the year it was not timely, and therefore the season's crops were, taken as a whole, very indifferent. The heavy wheat and gram crops of the previous year of course helped the people considerably, but now they are in a precarious condition and are anxiously looking to see what this year's harvest may be.

SATARA.

On comparing the rainfall of the year under report, as shown in the margin, with the average for the preceding five years, the season might be called favourable. The monsoon broke late and this delayed sowing operations till the latter part of July, when there was a general and sufficient rainfall throughout the district, except in the eastern talukas, where little fell till the middle of August and the kharif crops there were stunted owing to late sowing. There was a long cessation of rain in the month of September, followed by a partial and capricious fall which did not suffice to keep the kharif crop from drooping or to render the ground fit for sowing, and prospects looked gloomy till a steady fall of rain in the latter half of October revived withering kharif and allowed the cultivators to complete the rabi sowing just in time to secure a return.

Rainfall at Head Quarters.			
Average of preceding five years		Current year	
Inches.	Cents.	Inches.	Cents
43	57	56	61

A few locusts were found in a few villages in the district during the year under report. They were mere stragglers and were easily destroyed by the cultivators. No damage was consequently done to the crops.

The average yield of kharif crop was from 8 to 12 annas in the rupee, the minimum representing the yield in the eastern talukas, while the average yield of rabi crop was from 9 to 14 annas in the rupee. In taluka Koregaon, the average yield from both the kharif and rabi varied from 8 to 12 annas, while in Karad it was above the average. On the whole, the shaloo, wheat and other garden crops yielded up to 12 annas in the rupee in most places and up to 14 annas in a few.

Foot and mouth disease among cattle was prevalent in a few taluqas at the beginning of the year under report. It has again lately appeared in the taluka of Wai. It was not of a very severe type and the total number of deaths among the cattle was only 98 during the year under report, against 284 in the year 1883-84.

Scarcity of fodder, owing to the capricious fall of rain, created uneasiness in the early part of the monsoon, but this was dispelled by the later rains, and the grass crop was not deficient. The supply of drinking water was never so scanty as to cause apprehension.

POONA.

1885-86.

The rainfall for the whole district during the season under report was 31·38 inches, against 34·2 in the preceding year, and 40·91 in 1883-84. The average rainfall for the past five years amounts to 32·29 inches. The quantities of rain registered at the several stations were less than those gauged last year, except at Sirur, Indapur, Baramati and Poona, a marked increase being observable at the first two stations.

Rainfall at Headquarters			
Average of preceding five years.		Current year.	
Inches	Cents	Inches.	Cents.
33	42	37	45

The characteristic feature of the season under report was late rain and late sowing, both as regards kharif and rabi.

At the commencement of the monsoon, the fall of rain was slight throughout the Collectorate, except in the neighbourhood of the ghâts, and insufficient for sowing operations.

Nearly a month and-a-half passed away without heavy and sufficient rain, creating great anxiety in the minds of cultivators. There was, however, a good fall during the second fortnight of July, which enabled sowing operations to be carried on vigorously in the Mawals, where the moisture was sufficient. More rain was, however, indispensable for kharif sowings in Deshi villages.

In the first half of August the rainfall was moderate in the western division and light in the eastern districts. The result was that the young kharif crops did well in the Mawals, but began to wither in the eastern division. The scarcity of fodder was keenly felt in the greater part of the district.

During the first fortnight of September the fall was considerable in the eastern division and slight in the western division. The standing kharif crops were greatly benefited, and the fall being considered sufficient for the sowing of rabi, preparations were made to commence it. During the second fortnight of September the

eastern division was blessed with a general and abundant fall, that in the western division being moderate. The standing kharif crops were much improved in condition and the rabi sowings begun in some villages were delayed in others owing to excessive moisture.

In the first fortnight of October the fall was general and considerable throughout the Collectorate, which benefited the standing kharif crops, and enabled cultivators to carry on rabi sowing. During the second fortnight of October and the month of November the fall was slight.

The kharif crops in the Mawals were benefited by later rains, and the outturn in Junnar was 14 annas in the rupee, that in the Deshi villages, where the fall was too late deferred, being reported at 12 annas on an average.

A similar result was reported as regards Mawal and Khed.

Excessive rain spoilt kharif crops in some villages in Haveli.

For want of sufficient early rain in the eastern division, the area under kharif was limited, and great want of fodder was felt, the result being some mortality among cattle. A large number of animals also left the district in search of food, but returned with the subsequent heavy and abundant fall of rain and the consequent improvement in grass prospects.

In the eastern division a severe scarcity seemed imminent owing to the failure of the early rain, but the abundant fall in September removed all anxiety on that score and the ryots were encouraged to betake themselves to rabi sowing.

The rabi crops did well in Mawal and Haveli, but were only fair in Junnar and Khed owing to deficient rainfall. The outturn varies from 10 to 12 annas.

Wheat crops in the western division were affected by rust to some extent and suffered slightly owing to excessive dew, which fell in December and January.

In the eastern division the seasonable and equable fall of rain was beneficial to the crops, and the yield was, except in a few villages in the Sirur taluka, from 12 to 14 annas.

SHOLAPUR.

The rainfall during the year was fairly up to the average; but it was distributed very irregularly, as is shown by the sub-joined table at the end of this paragraph. The result was that owing to the scanty fall in the early months of the monsoon, the kharif crops generally failed, though they were better in Barsi and north Sholapur than elsewhere. The rabi crops, though the harvest was a very late one, were good in consequence of the late rain, especially that which fell in December. In most of the talukas the jawari crop has been the best since the famine, but in Barsi and the northern part of Sholapur it has only been a fair crop. The linseed crop suffered a good deal, and grouhd-nut, which is largely grown in Barsi especially, was not much more than an 8-anna crop owing to the want of early rain.

Rainfall at Headquarters.			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
32	64	29	75

Taluka.	Rainfall from 1st June to 12th September 1885, 104 days.	Rainfall from 13th September to 12th October 1885, 30 days.	Subsequent rainfall.
Sholapur . . .	7·31	13·97	2·30
Barsi	9·79	10·93	4·40
Madha . . .	5·33	18·31	2·69
Karmala . . .	7·2	11·50	4 48
Pandharpur . . .	4·61	20·42	2·54
Sangola . . .	2·99	16·66	4·42
Malsiras . . .	1·57	16·18	3·88

AHMEDNAGAR.

The season was on the whole a fair one. The rains set in in the first fortnight of June throughout the the district, the highest fall being 1·96 in Jamkhed and the lowest ·34 in Kopargaon. In the second fortnight, however, there was no rainfall in Shrigonda, Kopargaon, Sangamner and, Akola, and only very slight rain in the remaining talukas, the highest fall being ·40 in Newasa and lowest ·3 in Sheogaon. The sowing of Tusar (early crops) commenced in June in all the talukas except Sheogaon, Kopargaon and Sangamner. The rainfall during the first fortnight of July was sufficient to enable the cultivators to commence the sowing of kharif in the talukas of Sheogaon, Nagar and Jamkhed. It measured at Sheogaon 5·12, at Nagar 2·69, and at Jamkhed 2 33. In the remaining talukas there was no fall of rain at Parner and only very partial in the rest, the highest being 1·35 in Newasa and ·21 in Sangamner. The sowing of kharif was in progress in this month throughout the district with the exception of Parner taluka. There was a pretty general fall of rain in the second fortnight of July, the maximum fall registered being 3·20 in Akola and the minimum ·61 in Kopar

Rainfall at Headquarters.	
Average of preceding five years.	Current year.
Inches.	Inches.
24 89	20·12

gaon. The rainfall, though scanty in almost all the talukas, continued during the early part of August, and the sowing of kharif was finished throughout the district, though the kharif sowings generally were very limited. In the second fortnight too the fall was scanty, and the kharif showed signs of withering, except in Jamkhed and Akola. In the month of September and first half of October, however, the rainfall was copious and general and greatly improved the condition of the kharif crops; also averted a fodder famine, which was imminent in some parts of the district. In Jamkhed and Sheogaon, however, the bajri in low-lying lands suffered somewhat from excessive moisture. In the second fortnight of October there was no rain in the district, but in November and December there was rainfall throughout the district.

The highest total rainfall registered throughout the season was 29·71 in Jamkhed and the lowest 18 inches in Kopargaon, the average for the whole district being 23·7, which is a little below the usual rainfall of the district. The average outturn of the kharif crop for the whole district was about 8 annas in the rupee, against 6 annas 6 pies in the preceding year.

The sowing of rabi crops was commenced in the second fortnight of September. Owing to the want of timely rain for the kharif sowing the area under rabi cultivation was very much larger throughout the district than in the previous year. The fall in November and December was very beneficial. The average outturn of the crops was 9 annas 7 pies, against 7 annas 4 pies in the rupee of the previous year.

SATARA.

The total rainfall at headquarters was 43 inches and 27 cents, which, when compared with the average of the preceding five years, as given in the marginal table, is less by 3·62 inches. The monsoon broke during the last week of May 1885, and a few showers were general throughout the district. Where heavy, they allowed sowing operations to be commenced, but throughout June, and the first fortnight of July, the rainfall was very scanty, causing great anxiety to the ryots who discontinued sowing operations in consequence, these not being completed until early in August. From the 1st of August to the end of September the rainfall became general, and removed all fear of total failure of the kharif crops, for which there had been special cause in the talukas of Máu, Khatao and Tasgaon. Owing, however, to the rain holding off so long, urad, mung, bajri and rice suffered to a considerable extent. The blight also affecting several crops, kharif yield may be estimated at from 8 to 13 annas, and that of rabi from 8 to 14 annas. Speaking, generally, there were good returns of gram and wheat. Late rain fell during the months of November and December in considerable quantities, but on the whole the fall was unseasonable, and the early harvest a poor one. In the early part of the season, *i.e.*, in the months of June and July, much anxiety arose on account of the cattle, especially in the eastern taluqas and in Peta Khandala, owing to scarcity of fresh fodder, the old stock being exhausted and the new growth retarded by the long drought. This extended in some taluqas up to September, but in most parts ceased earlier, and no deaths from starvation among cattle were reported.

Rainfall at Headquarters.			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
46	89	43	27

Foot and mouth disease made its appearance in Wai and Karad talukas, and did not wholly disappear until the month of December. Seventy-two died out of 108 head affected.

POONA.

1886-87.

The average rainfall for the whole district during the season under report was 35·96 inches, against 31·38 in the preceding year and 34·2 in 1884-85.

The average rainfall for the past five years amounts to 33·75 inches.

Rainfall at Headquarters.			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
36	50	35	53

The fall of rain registered at all the stations (except the Sassoon Hospital) was heavier than that gauged last year.

Rain began to fall generally in the second week of June. The first rains, if somewhat late, were yet generally favourable in the rice and nagli growing tracts of the west, although the fall of the 18th of June damaged embankments and rice-seedlings. They were less favourable in the north in the talukas of Junnar, Khed and Sirur, where there are kharif tracts, but were beneficial to the rabi talukas (except Baramati). The break which occurred after the 20th was relieved at the close of the month except in Khed, Sirur, Junnar and Baramati.

The fall of rain in July was good and seasonable in kharif talukas and in rice tracts; favourable in the rabi taluka of Indapur, but deficient in Purandhar and Bhimthadi. The fall in August was very valuable in Sirur, Saswad and Supa, favourable in the kharif tracts, and very unusually favourable in Indapur and Baramati Peta.

The eastern tracts were benefited by good seasonable rain in September, the result being a considerable improvement in their prospects. In the west the rain was not nearly so favourable, and some degree of anxiety was felt in consequence.

The month of October opened with a heavy downpour which was heaviest at Ghora, Khed, Karkala, Poona and Supa. This rain revived the withering kharif crops—rice and bajri—and gave a good start to the rabi sowings. After a week's break, heavy rain again fell generally. The lightness of the previous rains had retarded growth, and thus less injury resulted from this continuance of late wet weather, although in the last week of October damage was caused to ripe rice in the west and bajri in the plains.

The result of kharif sowing throughout the district may be summarized as follows:—

Bajri, the principal kharif crop, suffered considerably from excessive rain, which fell when the crop was in some villages nearly ripe for cutting, and in others had already been cut but not collected into heaps. The excess of rain imparted a reddish tinge to the grain and affected its quality. The yield is estimated as noted below:—

1. Sirur, 10 annas.
2. Purandhar, 8 to 10 annas, the grain in many cases becoming offensive and rotten owing to the later rains.
3. Indapur, 8 annas. Colour and flavour inferior.
4. Bhimthadi, 8 annas.
5. Junnar, 14 to 15 annas; the harvest big; later than usual.
6. Khed, 10 to 12 annas.
7. Haveli, 12 annas.
8. Mawal, 12 to 14 annas.

Excessive rain in October generally delayed the sowing of rabi and injured the first sowings in some places.

Wheat, gram, etc., in Junnar suffered a little in consequence of late sowing, the yield averaging from 12 to 14 annas in the rupee.

In Khed heavy showers in November and December injured the standing rabi crops. Wheat and gram suffered from rust. The outturn is reported at from 8 to 10 annas.

The condition of rabi crops in Haveli was much the same as in Khed. The yield of gram was good, but that of wheat deficient. The yield of the latter crop being less than last year, the market rate is high.

In Mawal the wheat suffered from rust, the outturn being estimated at 10 to 14 annas.

In Purandhar the rabi crops had a fair start, but cloudy weather and unseasonable showers in November and December affected the standing crops generally. The average outturn of wheat (dry crop) was 10 annas, and that of irrigated crops 12 annas; the gram crop was estimated at 11 annas and the jawari at 10 annas.

In Sirur irrigated wheat suffered a little from rust in some places, the average yield being, however, 12 annas. Wheat in unirrigated land was also generally affected with rust. The yield was 8 annas: the jawari crop was, on an average, good, although in some villages it suffered slightly from want of timely rainfall. It was, however, a 12-anna crop; the gram crop was also good, the yield being 12 annas on the whole.

In Indapur the rainfall was at first insufficient for rabi-sowing. While the crop was flowering abundant rain fell, which affected it. A few fields of wheat were washed away by floods in the river Bhima. In some villages wheat crops suffered much from rust. The outturn was, however, 10 annas on an average.

In Bhimthadi the crops were good at first, but were subsequently slightly damaged by excessive rain. The late sowings were benefited. The average outturn of jawari was as high as 14 annas.

Wheat and gram crops suffered from rust, the yield being estimated at 8 and 10 annas respectively.

On the whole, last season's crops in this district were decidedly above the average, notwithstanding the heaviness of the late rains. Complaints, if not altogether unheard, have been very rare.

SHOLAPUR.

The rainfall during the year was above the average; the early rain was seasonable, and the kharif crops promised well at first; the late heavy rains, however, did damage to some of the principal kharif crops, especially bajri and cotton; the outturn otherwise was, however, fair. The heavy rains just at the rabi-sowing season deterred the sowing operations to some extent. The linseed crop was entirely lost owing to the blight (Tambara). Wheat, gram and kardi crops suffered much owing to unseasonable rain. The outturn of the other rabi crops was fairly good.

RAINFALL AT HEADQUARTERS.

Average of the preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
31	38	37	7

As a general average the outturn may be taken as ranging from 6 to 10 annas, and Mr. Fleet remarks that he found the cultivators everywhere contented. There were complaints occasionally of injury done to the crops by rats. But special enquiries were made quietly on this point, with the result that there was but little, if any, damage more than is customary from this

cause, and whenever the ryots mentioned it at the examination of the receipt books, proper measures of prevention were pointed out to them.

AHMEDNAGAR.

The season was generally a good one with seasonable and more or less continuous rainfall throughout the taluqas; the rains having fairly set in early in June the kharif crops were sown in good time. These crops subsequently suffered somewhat, especially in Jamkhed, from excessive rain in September. The crops in Nagar taluka also suffered, but not so greatly. The kharif crop was reaped generally in good condition about the middle of November, and the average estimate all round is put down at 9 annas 3 pies, but personally I estimate it at 12 annas.

Rainfall at Headquarters.	
Average of preceding five years	Current year.
Inches.	Inches.
24·89	20·12

The rabi crops were everywhere, according to my personal observations, extremely good. The heavy rain in December did a certain amount of damage, but generally the outturn was excellent. The average according to returns from the mamlatdars is only 9 annas 9 pies in the rupee, but I think this is far below the mark, and that in the generality of cases the crop was a full one.

The highest total rainfall registered was in Nagar, *viz.*, 43 inches 46 cents, the lowest being 20·21 in Kopargaon.

SATARA.

The total rainfall at headquarters was, as shown in the margin, below the average of the preceding five years. A few showers fell in the middle of May 1886, but the regular monsoon set in as usual in June, and was in every respect favourable up to harvest time, the kharif crops being most promising especially in the eastern districts, which have been unfortunate in this respect for some years past. Heavy late rain, however, set in and was injurious to crops which had been cut, but not gathered, and to those the cutting of which was deferred until the weather cleared. Rice probably benefited, and the fall was opportune for rabi sowing. A still later fall in December affected unfavourably the young wheat and gram, but was beneficial to sugar cane and valuable as regards water-supply especially in those localities which ordinarily suffer from drought in the hot weather. But for the late falls the kharif crops would have been much above average. The rabi harvest was better for them and the season on the whole may be pronounced a good one.

Rainfall at Headquarters.			
Average of preceding five years		Current year.	
Inches.	Cents.	Inches.	Cents
45	81	35	84

POONA.

1887-88.

The average rainfall for the whole district during the season under report was 38·46 inches, against 35·96 in the preceding year, and 31.38 in 1885-86.

The average rainfall for the past five years amounts to 35·64 inches.

The comparatively heavy average for the district is attributable to the unusually heavy fall gauged at Junnar, Pand, Khed, Purandhar and Ghora. In other sections the fall, though normal, was less than that of the preceding year.

Rainfall at Headquarters.			
Average of preceding five years		Current year.	
Inches	Cents.	Inches.	Cents
38	64	33	55

The early rains were plentiful in the western division, comprising Mawal, Junnar and Khed, and fair in Haveli. Sowing operations were not retarded anywhere. The crops in Peta Mulshi were reported to be excellent. The rice crops in Mawal suffered from excessive rain in a few villages and some fields were destroyed by floods. The excessive fall in October and November slightly injured the standing crops in Khed and Junnar.

The outturn of kharif is estimated at about 12 annas in Khed and 15 annas in Peta Mulshi.

The kharif crops were elsewhere generally good; the yield being from 10 to 12 annas.

In the eastern division the early fall was good in Sirur only. The fall in September and October was favourable to both the kharif and rabi crops, and, except in Peta Baramati, the outturn of kharif was good.

The rain in December was nowhere heavy, but it was accompanied by cloudy weather and was succeeded in January by heavy falls in places. The result was considerable damage to tobacco and ground-nuts which were being reaped, while, on the other hand, late sown jawari crops were benefited. The subsequent clear and cold weather was favourable to the standing crops.

The average outturn of rabi crops is estimated at 12 annas.

The water-supply was everywhere in the district abundant, but fodder for cattle was, owing to excessive moisture, very scarce, the usual prices being more than doubled.

SHOLAPUR.

During the year the rainfall was very much above the average. Except in the Madha and Sangola taluqas the early rain was timely for kharif-sowing, but it was not seasonable later on, and the heavy rains about the time when the crops were in ear did much damage to them, and the outturn of the kharif crops was on an average not more than 8 annas. Cotton also suffered much owing to rain at the end of the monsoon. There was heavy rain about the rabi sowing season, and sowing operations were retarded to some extent. The linseed and kardi crops suffered heavily and wheat to a slight extent, owing to blight (Tambara). The outturn of the rabi crops was from 10 to 12 annas, except in Malsiras, where it was about 6 annas only.

Rainfall at Headquarters.			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
34	14	42	16

AHMEDNAGAR.

The marginal table shows the average rainfall of the past five years and that which was registered at Nagar, the headquarter station of the district, during the year under report. The rainfall throughout the district was seasonable. The details are given below :—

Rainfall at Headquarters.	
Average of preceding five years.	Current year.
Inches.	Inches.
29·96	24·39

	Inches.
Taluka Nagar	24·39
„ Parner	38·44
„ Shrigonda	21·36
„ Karjat	26·50
„ Jamkhed	31·90
„ Sheogaon	27·15
„ Newasa	26·61
„ Rahuri	29·55
„ Kopergaon	24·16
„ Sangamner	25·25
„ Akola	26·51

The season was, on the whole, favourable. In Rahuri, Parner and Newasa, the rainfall was good for the early crops, and the average yield was from 10 to 12 annas; and in Jamkhed, Sheogaon, Kopargaon, Sangamner and Akola the outturn was estimated at 8 annas in the rupee. In Nagar, Shrigonda and Karjat the rainfall was not generally distributed, nor sufficient at the beginning of the monsoon, and consequently the Tusar or early crops failed entirely. The average yield of these crops for the whole district was about 7 annas.

For the kharif crops the rainfall was generally sufficient, except in the Shrigonda, Karjat, Jamkhed and Sheogaon taluqas. In the latter taluqas the average yield was 8 annas, but in the other taluqas the average yield was from 10 to 13 annas.

Taking the kharif for the whole district the average was 10 annas.

For the rabi crop the rainfall was seasonable and abundant throughout the district and the crops were at first promising, but subsequently they suffered from blight and cloudy weather which in some taluqas slightly damaged the crops. In Sheogaon and Karjat the average outturn was 10 annas and in the rest of the taluqas it was 12 annas.

SATARA.

The total rainfall at headquarters was, as shown in the margin, above the average of the five preceding years. The monsoon broke in the first week of June and the rainfall during the early part of the month was generally favourable and sufficient for the early sowing throughout the district. Excessive rain in the Satara taluqa in the second week of June somewhat retarded sowing operations. In July and August the rainfall was plentiful and general and in the first fortnight of September there was abundant rainfall in all taluqas except Karad, where the kharif crops suffered considerably; in the second half of this month the fall was light and just sufficient to keep the crops in good condition. On the whole, the outturn of the kharif crops was good and is estimated to have been 12 to 14 annas.

Rainfall at Headquarters.			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
45	82	49	18

The sowing of the rabi crops was completed in October throughout the district except in Karad, where it was commenced later than usual and completed in November. From the 4th to 6th November there was excessive rainfall in Wai, Karad and Walva taluqas, which did considerable damage to the kharif crops and also proved unfavourable to the cotton and wheat crops. On the whole, the season may be said to have been favourable.

POONA.

1888-89.

The average rainfall for the whole district during the season under report was 29·9 inches, against 36·86 in the preceding year, and 36·38 in 1886.

The average rainfall for Poona for the past five years amounts to 39·43 inches, and that for the current year to 32·94 inches.

Western Division.—The rainfall was insufficient in Haveli at the outset in the Deshi portion of the taluqa; the rain which fell subsequently not being seasonable, the outturn was less than last year and might on an average be set down at 12 annas. The fall being unfavourable to the crops in the Mawal portion, it affected the yield of rice crop, which is estimated at 8 annas.

In Junnar the fall was somewhat abundant but not timely. It was seasonable in June, July and August, and the kharif crops throve well in the Mawal portion of the taluqa. In September the fall was insufficient, but not so as to affect the standing crops. In October they withered for want of moisture in some places. The November rain did no good to the rice crops, but was beneficial for rabi-sowing. The outturn of rice, etc., is estimated at 8 to 12 annas.

In Mawal the prospects of kharif were not on the whole satisfactory, the fall being insufficient. The yield can only be put down at 8 annas.

In Khed the fall was slight at the beginning, that in July and August was favourable. September rain did no good to the standing crops, which were, however, slightly benefited by the November showers.

The outturn is estimated at 12 annas. October and November rain benefited the rabi crops which were in good condition.

Eastern Division.—The early rainfall was insufficient in Indapur and Bhimthadi. The consequence was that the kharif crop withered for want of moisture. It was used as fodder for cattle and the lands prepared for rabi-sowing. The cultivators were about to migrate, but a good fall in November prevented them from doing so. The Nira Canal Works provided labour to such as needed employment during the interval. Reserved forests were also thrown open for the village cattle, fodder being very scarce. The fall in November improved the condition of the cattle. The affairs in Bhimthadi were not as favourable as those in Indapur. In Purandhar the kharif outturn was from 8 to 10 annas and the rabi crops were in good condition. In Sirur the sowing was retarded till September, when the rain which fell proved useful to kharif and enabled rabi to be sown. The yield of kharif is 8 annas.

The condition of rabi crops was generally good except in parts of Bhimthadi, Indapur and Sirur, where late crops withered for want of sufficient moisture. The harvesting of rabi was completed in May 1889. The average yield may be set down at 9 annas in the rupee in the western and 7 annas in the eastern division.

SHOLAPUR.

Rainfall at Headquarters.	
Average of preceding five years.	Current year.
Inches. Cents.	Inches. Cents.
34 46	23 60

I give in the appended table* the proportionate area of land in each taluqa suitable for kharif and rabi or early and late crops.

The year under report was one marked for its scanty and unequal rainfall. The early showers which regulate the sowing of the kharif crops were seasonable throughout, except in parts of Madha and Karmala taluqas, and the usual crops which were sown in good time promised well at first, but were withered by the drought which lasted till the latter half of September, when capital rain revived crops on favoured spots and enabled the ryots to complete their rabi-sowings. The failure of kharif crops was most marked in the Sangola, Malsiras and Karmala taluqas. The yield of each crop—kharif and rabi—by taluqas is given in the table below:—

Taluqas.	Kharif yield in annas in a rupee.	Rabi yield in annas in a rupee.
Sholapur	2	9
Barsi	2 to 3	8 to 12
Madha	4	8
Karmala	1	5 to 6
Pandharpur	4	8
Sangola	2	2
Malsiras	1	8

After the rain in September had induced rabi sowings the ryots were harassed by a long break in October, but good rain in November again saved them. Still it must be said that on the whole the crops, except those in rich black soil, suffered considerably and particularly in the Karmala and Sangola taluqas. The kardi crops were nearly lost by blight and the cotton crops of Barsi suffered much from what is called the Swati rain, *i.e.*, rain which falls under the star Arcturus.

	Kharif.		Rabi.	
	Acres.	G.	Acres.	G.
Sholapur	117,750	6	343,737	21
Barsi	77,064	12	216,307	13
Madha	48,337	14	241,808	1
Karmala	29,977	1	286,151	30
Pandharpur	35,133	18	211,185	0
Sangola	229,662	18	137,797	18
Malsiras	75,585	17	226,756	13

AHMEDNAGAR.

The marginal table shows the average rainfall of the past five years and the fall actually registered at Nagar, the headquarter station of the district, during the year under report. The rainfall throughout the district was not only scanty, as will be seen from the figures given below as contrasted with those of the previous year, but was not seasonable and was so exceedingly capricious that the figures taken at each headquarter station afford no satisfactory criterion of the actual distribution of the rain.

Rainfall at Headquarters.	
Average of preceding five years.	Current year.
Inches. 30·60.	Inches. 18·20.

Taluqa.	1887-88. Inches.	Cents.	1888-89. Inches.	Cents.
Nagar	24	39	18	20
Parner	38	44	19	52
Shrigonda	21	36	15	40
Karjat	26	50	17	31
Jamkhed	31	90	23	63
Sheogaon	27	15	18	34
Newâsa	26	61	19	35
Rahuri	29	55	15	52
Kopargaon	24	16	15	34
Sangamner	25	25	16.04	
Akola	26	51	21.25	

The season was indeed a very bad one. The sowings of the tusar or earliest crop, consisting of "moong," "matki" "urid" and such light grains were, owing to the general want of early rain, limited in extent and the crops that were sown almost universally failed, the average yield for the whole district being calculated to be 2 annas and 7 pies only in the rupee.

From the same cause the sowing of kharif was also much smaller than usual. The rabi sowings were much retarded for want of rain, and indeed at one time the aspect of affairs was very serious as no rain to speak of fell till September. There was then some good rain which improved the prospects much, but unfortunately it was insufficient. There was more rain in November but it did not extend all over the district. The only taluqa in which the crops eventually were fairly good were Jamkhed to the extreme south-east and Akola to the extreme north-west. In other taluqas the failure was more or less general, but the east of Sangamner, Kopargaon, Newasa, parts of Rahuri and Sheogaon were the worst off. The jawari crop produced very little but straw (karbi) and large areas of land were never sown. The fall of rain was very capricious and in many parts one individual field would have a good crop and the very next one not a blade of anything. The worst tract of all was the piece of country enclosed between the rivers Godavari and Prawara to the north and south and the railway line to the west; most of the piece is in the Newasa taluqa, but a portion belongs to Rahuri. Fodder was very scarce, hay being (as it still is) unprocurable in any quantity, and the price of karbi ranging to from R2 to 4 per hundred bundles. It was found necessary to throw open about 97,732 acres of the forest lands for grazing. These were unplanted grass lands without any valuable timber or young tree-growth, so no serious injury to forests occurred, while the grazing was of the utmost value for the half starving cattle.

In April last it was believed that the lower classes were in want of employment, and the work of constructing a road from Newasa to Sheogaon running through the most affected parts, and estimated to cost R42,457, was taken in hand. It was found, however, that the pressure was not what had been anticipated, and after about five weeks the work was stopped as the daily number of people employed had never risen above 258. A good deal of relief was afforded to the poorest classes by the provision of work in cutting prickly-pear. This was taken in hand at various villages throughout the district (except in Akola) at the expense of local funds, the sum expended on this form of relief being R2,300.

Fears had also been entertained about the water-supply, but this also held out fairly, though in parts the people had to go to a distance from their villages for their water.

Tagai advances were freely offered for sinking and improving wells and were availedof to a considerable extent; the supply of water for drinking both for men and cattle and for raising green fodder for the latter was thus materially aided.

SATARA.

Rainfall at Headquarters.			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
48	53	49	59

The total rainfall at headquarters was, as shown in the margin, above the average of the five preceding years.

The monsoon broke in the first fortnight of June, but the rainfall was irregular and insufficient in the eastern taluqas, and the kharif crops suffered to some extent in consequence. In the western taluqas the rain held off during the first fortnight of June; but during the latter ten days of June and throughout July the fall was good and the kharif crops and sugarcane benefited. The fall was not, however, universally good even over the western portion, and in some places the Warkas crops (Nachin, Sava,

etc.) suffered. The kharif crop was as a whole fair, but in parts of all taluqas, except Satara and Wai, it was indifferent. The total estimated yield for the district was from 8 to 10 annas.

The sowing of rabi crops commenced throughout the district in the first half of September and was completed in October. The weather being favourable and the rainfall timely, the crops generally prospered, and the alluvial lands on the banks of the Krishna and the Koina bore exceptionally heavy crops.

Cattle disease did not appear anywhere in the district, excepting a few cases of foot and mouth disease in the Patan and Jaoli taluqas.

POONA.

1889-90.

The average rainfall for the whole district during the season under report was 32·86 inches, against 29·9 in the preceding year and 36·86 in 1887. The average rainfall for Poona for the past five years amounts to 36·49 inches, and that for the current year to 37·47 inches.

Western Division : Kharif or Early Crops.—The rainfall was seasonable in the western part of Junnar, but not so in the eastern villages. The result was that, the kharif yield in the former was from 10 to 14 annas, and in the latter from 6 to 8 annas.

The fall of rain in Khed was favourable at the outset, but being insufficient in September the crops suffered, the rice yield being 11 annas and til 13 annas. In Deshi portion of the taluqa the fall was precarious ; where it was sufficient the outturn was tolerable, but in places where rain fell while reaping operations were in progress the grain was slightly damaged, the yield being bajri 4 annas and potato 6 annas.

In Mawal the rainfall being abundant the rice outturn was from 14 to 16 annas. In the Deshi part the yield of bajri was about 8 annas owing to insufficient moisture.

In Haveli the fall was favourable at the setting in of the monsoon, but not being subsequently seasonable the crops were indifferent. The yield was the same as last year, bajri being 12 annas and rice 8 annas.

Rabi or Late Crops.—The rainfall not being seasonable for rabi in Junnar, the sowing was delayed, and as no rain fell later the outturn was only from 8 to 10 annas.

In Khed sowing was done in time, but for want of rain afterwards the yield was quite ordinary, from 7 to 10 annas. Wheat suffered from blight.

Excessive moisture prevented rabi sowing in time. Subsequently the standing crops suffered from khár, and for want of a fall of rain at a critical time a deficient crop resulted, from 6 to 10 annas only.

In Haveli the standing crop was at first tolerable, but rain having subsequently held off when wanted, the yield was affected and proved only 10 annas.

On the whole in the western division kharif was moderate, and rabi suffered slightly.

Eastern Division : Kharif.—Rainfall was moderate in the Mawal and slight in the Deshi portion of the Purandhar taluqa. The yield was therefore but ordinary, 8 to 10 annas.

In Bhimthadi timely rainfall enabled sowing operations to be carried out, but as it subsequently failed, the yield was moderate, from 4 to 8 annas.

Rain in Indapur was capricious ; where sufficient fell kharif was sown, and where it rained subsequently the yield amounted to 10 annas.

In Sirur the early fall was unseasonable, and as it was not followed by late rain the crops withered away in places ; good soil only yielded crops varying from 3 to 8 annas.

Rabi.—The rainfall was not good for rabi in Purandhar. Such as fell was utilized, the outturn being from 8 to 10 annas.

The sowing of rabi in Bhimthadi was seasonable, but the subsequent fall, which was untimely, affected the prospects of the standing crops, which further suffered from Dhuki. The jawari yield was from 8 to 10 annas, and kardi 14 annas.

In Indapur rabi sowing was timely, but as it did not subsequently rain, the crops suffered. Wheat, grain and kardi throve well, the yield on account of the first two crops was from 10 to 12 annas, and kardi 14 annas.

In Sirur the fall was seasonable at first, but not so afterwards ; the jawari crops in consequence suffered in places, the yield being from 10 to 12 annas.

To sum up, kharif in the eastern division was not good. Rabi required a further fall, the want of which slightly affected the crops. Scarcity of fodder for cattle was felt at Indapur owing to want of early rain.

SHOLAPUR.

Sholapur Taluqa.—The total rainfall in this taluqa during the year under report was 33·22 inches. Last year it was 25·81 inches. The rain was generally seasonable.

Rainfall at Headquarters.	
Average of preceding five years.	Current year.
Inches. Cents.	Inches. Cents.
31 22	20 ·03

Barsi Taluqa.—The fall of rain last year was 21 inches and 64 cents, and this year 31 inches and 32 cents. The supply of water was sufficient and the rainfall seasonable.

Madha Taluqa.—From the figures quoted in the margin it appears that the rainfall was more than the average. This of course resulted in an improved water supply, but the fall was untimely as regards crops.

Rainfall at Headquarters.	
Average of preceding five years.	Current year.
Inches. Cents.	Inches. Cents.
28 71	38 68

Karmala Taluqa.—The fall of rain registered at Karmala itself in 1889-90 was 35 inches and 92 cents, far in excess of that in the previous year, which was only 15 inches and 87 cents. But it was not general, though in some places it was excessive. The general result was that the crops were not as good as they ought to have been, but water was sufficient throughout the year.

Pandharpur Taluqa.—The total rainfall during the calendar year 1889 was 28·95 as compared with 26·58. The October showers injured the jawari crops which is the staple of the taluqa.

Sangola Taluqa.—The rainfall in this taluqa during the year was 23 inches 74 cents, *i.e.*, 7 inches and 63 cents more than in the preceding year, but it was not seasonable. Drinking water was, however, exceptionally plentiful.

Malsiras Taluqa.—The rainfall during the year under report was in excess of the average of the past few years, but being untimely and beginning very late was not so beneficial to the crops as it should have been, and want of rain was to some extent felt in some of the villages in the western part of this taluqa, where the soil being inferior is in special need of it. As the rain held off so long the supply of grass was seriously affected and fodder for the cattle was procured with difficulty. Want of drinking water was also felt in some villages.

The yield of the chief crops—kharif and rabi—in each taluqa is given in the table below:—

Taluqa.	Kharif yield, in annas.	Rabi yield, in annas.
Sholapur	12	12
Barsi	6 to 8	10 to 12
Madha	8	8 to 14
Karmala	8	10 to 12
Pandharpur	6 to 8	9
Sangola	4	6
Malsiras	8 to 10	12 to 14

The next table shows the proportionate area of kharif and rabi cultivation in each taluqa:—

Taluqa.	Kharif.		Rabi.	
	Acres.	G.	Acres.	G.
Sholapur	117,750	6	343,737	21
Barsi	77,064	12	216,307	13
Madha	48,337	14	241,808	1
Karmala	29,977	1	286,151	30
Pandharpur	35,133	18	211,185	0
Sangola	229,662	18	137,797	18
Malsiras	75,585	17	226,756	13

It may be noted from the above information that the rainfall varies in different parts of the district and is in fact local and partial if I may judge from the experience of this season, *i.e.*, since June 1st, 1890. It will be observed from the last table (above) that Sangola is the only one of the taluqas entitled to be looked upon as principally a kharif taluqa.

AHMEDNAGAR

The marginal table shows the average rainfall of the past five years and that which was registered at Nagar, the headquarter station of the district, during the year under report. A contrasted statement of the rainfall of the current and the previous years as registered at the headquarters of taluqas is given below:—

Rainfall at Headquarters.	
Average of preceding five years.	Current year.
Inches.	Inches
25·59	23·47

Taluqa.	Rain in 1888-89.	Rain in 1889-90.
Nagar	18·20	23·47
Parner	19·52	25·16
Shrigonda	15·40	21·31
Karjat	17·31	23·5
Jamkhed	23·63	34·51
Sheogaon	18·34	30·90
Newasa	19·35	26·97
Rahuri	15·52	26·83
Kopargaon	15 34	16·85
Sangamner	16 04	24·30
Akola	21·25	20·80

There was no rain to speak of in the beginning of the season, and consequently the yield of the tusar crop, which is usually sown in the months of May and June, was very poor, being Re-4-10.

For kharif crops the rainfall was seasonable only in four taluqas (Jamkhed, Parner, Sheogaon and Akola), fair, but partial, in three (Newasa, Rahuri and Kopargaon), and very scanty in four (Nagar, Shrigonda, Karjat and Sangamner). The average yield in the first three taluqas was from 12 to 16½ annas, in the other three from 10 to 11 annas, and in the remaining four from 2½ to 7½ annas.

As for rabi crops the season promised well in the beginning, but the later rains having held off the prospects of the rabi were not much better than those of the kharif crops. The rainfall was seasonable in four taluqas (Parner, Shrigonda, Jamkhed and Rahuri), the average yield in which was estimated at from 12½ to 15 annas. It was fair in four taluqas (Nagar, Karjat, Sheogaon and Kopargaon), the average yield in which was estimated at from 8 to 11½ annas, and it was scanty in three (Newasa, Sangamner and Akola), the outturn in which was from 7 to 7½ annas.

The anna valuation is calculated in the manner directed in you rendorsement No. 1665 of 16th April 1890, *viz.*, a 16-anna crop, which was hitherto taken to represent a bumper crop, is now denoted by 20 annas.

Taking the district as a whole, the season, compared with others, was a fair one and the cultivators are reported to be tolerably comfortable and paid their assessment without much difficulty as well as in most cases the arrears of the former year.

SATARA.

Rainfall at Headquarters.			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
48	57	41	72

The total rainfall headquarters was as shown in the margin.

For the purpose of describing the season and rainfall the Satara district may be divided into two parts—the eastern and the western. The western taluqas of Jaoli, Patan and parts of Satara and Karad, on account of their proximity to the hills, which form the line of the Western Ghâts, are not liable to suffer from scanty rainfall or scarcity of fodder; while the eastern taluqas, on account of the disadvantages of situation and natural features, are more or less subject to occasional droughts. In the latter part of April and the whole of May and June there was general rainfall throughout the district with occasional breaks, which allowed the sowing of kharif to continue unimpeded. Then came a long break, and the want of rain was felt more or less throughout the district, but chiefly in the eastern taluqas, where sowing operations had to be stopped for want of moisture in the ground. In August the rainfall was sufficient in the western taluqas, but in the eastern the drought continued till whatever had come up above the ground showed signs of withering. Some anxiety was felt, but it was at last relieved by a few seasonable falls in September. In October heavy rain came on and more than made up for the scarcity of the months of July and August, but the downpour was so heavy and continuous that standing kharif crops were in many places damaged by excessive moisture, and reaping was retarded. The outturn of kharif was on the whole better than what the constant changes of the weather and the unseasonable rain warranted. The weekly reports published in the Gazette give an approximate outturn, varying according to the circumstances of each taluqa, from 11 to 14 annas.

The sowing of rabi was carried on in the latter part of October and the early part of November with great success, but the usual December showers failed and unusual anxiety was felt for the safety of the rabi crops.

The cold was great owing to the moisture of the soil, and this caused much of the karbi to wither. The outturn of the rabi crops was only moderate.

POONA.

1890-91.

The average rainfall for the whole district during the season under report was 30·70 inches, against 32·86 in the preceding year, and 29·9 in 1888. The average rainfall for Poona for the past five years amounts to 36·31 inches and that for the year under report to 39 inches and 39 cents.

Western Division: Kharif or Early Crops.—The rainfall was seasonable in the western (Mawal) portion of taluqa Junnar, where rice, nagli, varai, etc., did well. In the eastern (Deshi) portion the rainfall was late and unseasonable, and hence bajri was not sown in many places. Even where it was sown rain held off for a long time, and consequently the yield was poor. On the whole, the yield in the western part was 10 annas, and in the eastern part 6 annas.

The fall of rain in Khed was insufficient at the outset in the western part, but afterwards it

rained there, when sowing of rice took place; but for want of late rains rice of the best kind suffered a little; the outturn of rice of middling sort was fair. Nagli, varai and sawa did well. On the whole, the yield of rice was about 12 annas and of the other sorts about 10 annas. In the eastern part of the same taluqa sowing operations were retarded for want of sufficient moisture at the outset, and nothing was sown in thirteen villages. In villages where bajri was sown at a late date, the yield suffered for want of late rains. Potatoes suffered from "Bangdi," a kind of disease which had begun to show the year before. The outturn of bajri was 12 annas and that of potato 8 annas.

In taluqa Mawal the fall of rain was insufficient at first, but it was abundant later on. The crops, therefore, were in a thriving condition, but rain having held off just at the time when the crops reached their maturity, the yield was not as abundant as was expected. The outturn of rice was 12 annas, nagli 14 annas, varai and sawa 10 annas. In the Deshi (eastern) part of the same taluqa, owing to the rain being unseasonable and insufficient, the yield of bajri was about 8 annas.

In taluqa Haveli, in the Mawal portion, there was sufficient rain and the outturn of rice and nagli was 12 annas. In the Deshi part sowing operations could not be undertaken in rocky lands for want of sufficient moisture, and where sowing took place the yield of bajri was 10 annas. On the whole, in the western division in the Mawal portion the outturn of rice, nagli, varai, etc., was moderate, and in the Deshi part the yield suffered much for want of rain.

Rabi or Late Crops.—In Junnar the fall of rain was insufficient all over, and particularly in the Deshi part. The yield thus was about 8 annas.

In Khed the growing crops of wheat, gram and jowari were withering for want of moisture at first, but subsequent rains revived them, the estimated outturn being of wheat 12 annas, gram 10 annas, and jawari 10 annas.

Similar was the case with rabi crops in Mawal, the outturn being wheat 16 annas, gram 8 annas, wal 8 annas, watana 8 annas.

In Haveli the rainfall was sufficient, and the yield was the same as last year, being about 14 annas in the case of wheat, gram and jawari.

Thus, on the whole, the yield was indifferent in Junnar and Mawal, and middling in Khed and Haveli.

Eastern Division: Kharif or Early Crops.—In Purandhar sowing was completed all over the taluka as the early rains were abundant, but subsequently there was no rain and the crops averaged from 4 to 6 annas.

Similarly in Bhimthadi the crops suffered for want of late rains, the yield being bajri 16 annas, matki 8 annas, hulga 8 annas, tur 8 annas.

In Indapur the rain was unseasonable in the greater portion of the taluqa. Where sowing was effected the crops withered for want of rain. In places where there was sufficient moisture the outturn of bajri was 4 annas and that of ambadi, hulga, etc., 2 annas. The result of this was that cultivators found it difficult to borrow money from money-lenders.

In Sirur the fall of rain was neither seasonable nor sufficient, and hence the outturn was in the case of bajri, tur, etc., 4 annas.

Thus, except in Bhimthadi, the outturn was scanty in this division.

Rabi.—In taluka Purandhar there was sufficient rain for the rabi crops, the outturn of jawari, wheat and gram being from 10 annas to 12 annas.

In Bhimthadi rabi sowing was timely, and the crops prospered under subsequent rains; the outturn was 20 annas in the case of jowari. Excessive moisture damaged the kardi crop, the yield of which was only 10 annas. Wheat suffered from blight. Gram suffered from the cloudy weather, and the yield was 16 annas.

In Indapur rain held off for a long time after the sowing operations were completed, and two or three sudden heavy showers damaged the wheat crop, the outturn of which was 10 annas; gram suffered from the same causes and yielded about 8 annas. The outturn of kardi was 8 annas and that of jowari 16 annas.

In Sirur the fall of rain was seasonable for sowing purposes; but subsequent excessive moisture in some villages blackened the shalu crop, and generally the yield was meagre. Excessive rain damaged also wheat and kardi. The outturn was of jawari, gram and wheat 10 annas, and kardi 4 annas.

On the whole, the rabi crops did well, excepting kardi, which suffered from excessive moisture.

SHOLAPUR.

The rainfall at the beginning of the monsoon was quite inadequate, and the kharif crops generally failed except in the Barsi taluqa, where the rainfall was copious and timely. The drought during the early months of the monsoon

Rainfall at Headquarters.			
Average of five preceding years.		Current year.	
Inches.	Cents.	Inches.	Cents.
32	32	26	35

brought the other parts of the district to the verge of scarcity, and the prospects of the season began to look so gloomy that the worst was anticipated, and, in consequence, relief works were proposed to be carried out principally in the Sangola taluqa, which is mostly dependent on the kharif crops. Fortunately, a timely and sufficient rainfall ensued enabling the rabi sowings to be completed, and thus assuring the staple food of the population to its normal extent. The prices of food grains, however, rose in almost all parts of the district. The rabi sowings were satisfactorily completed. Owing to the insufficiency of the early rain the kharif sowings were not effected to their usual extent, and the outturn of the kharif crops was far below the average, except ground-nut and tur, the outturn of which was moderately good. In some parts of the district, though the rainfall was not sufficient in the beginning, still the rabi sowings were successfully carried out; but subsequent rains improved the rabi crops to a great extent and they promised well until the heavy rains of November damaged the standing crops to some extent. On the whole, the rabi crops, amongst which jawari fared best, yielded well; kardi and gram were injured by blight. The season may be described as a fairly favourable one.

AHMEDNAGAR.

The marginal table shows the average rainfall of the past five years and that of the year under report as registered at Nagar, the headquarters itself. A contrasted statement of the rainfall of this and of the previous years, as registered at the headquarters of the taluqas, is given below:—

Rainfall at Headquarters.	
Average of preceding five years.	Current year.
Inches.	Inches.
25·93	20·31

Taluqa.	Rain in 1889-90.	Rain in 1890-91.
Nagar	23·47	21·62
Parner	25·16	18·22
Shrigonda	21·31	19·32
Karjat	23·5	20·4
Jamkhed	34·51	29·9
Sheogaon	30·90	25·10
Newasa	26·97	22·7
Rahuri	26·83	18·23
Kopargaon	16·85	15·74
Sangamner	24·30	17·50
Akola	20·80	16·51

The rainfall at the commencement of the monsoon was very scanty and consequently the tusar crops, such as urid, moong, ral, and the kharif crops of tur, mut, bajri, etc., were but poor in Karjat, Shrigonda, Sangamner, Kopargaon and Rahuri. In the remaining taluqas the latter, however, ranged from 8 to 12 annas.

As regards rabi the season was good throughout the district, except in Rahuri, Sangamner and Nagar, which showed an average outturn of 8 annas only. In other taluqas the outturn was from 10 annas in Akola and Parner to 1 rupee in Newasa, one rupee being taken as an "average" crop.

On the whole the season was a fair one, but as has been the case for some years past, the rainfall was more capricious than it used to be in former years. Formerly, that is from 1865 to 1870, during which period I served in this district, the monsoon came in regularly early in June with an ample fall of rain for early crops and was followed regularly by heavy rains for the sowing of the rabi crops in August and September; whereas of late the rain frequently holds off almost entirely till August or September and (as in the current year) there are heavy and unseasonable showers at the end of November or in December, which do more harm than good to the crops.

SATARA.

Rainfall at Headquarters.			
Average of preceding five years.		Current year.	
Inches.	Cents.	Inches.	Cents.
44	5	37	79

The total rainfall at headquarters was as shown in the margin.

In the western portion of the district rainfall was sufficient, 57 inches and 83 cents being registered at Patan, and 51 inches and 47 cents at Medha, the headquarters of taluqa Jaoli. In the taluqas situated below the ghâts to the east the rainfall was somewhat less than usual, but was sufficient for the kharif and rabi crops, the quantity registered in each of them being as noted below:

	Inches.	Cents.
Wai	29	32
Satara	37	79
Koregaon	24	85
Karad	30	84
Walwa	33	24

The soil in these taluqas is of a superior quality and does not stand so much in need of a copious rainfall as the soil on the top and slopes of the ghâts. The rain commenced late in the month of June and was at first very light, but towards the end of July and in the first fortnight of August the rainfall was general and copious and every anxiety for the young crops was happily removed. In the taluqas abovenamed the kharif and the rabi crops were very good, the yield of the kharif being estimated at from 10 to 14 annas, while the yield of the rabi crops was from 12 to 16 annas. The crops which I saw in the valley of the

Krishna between Satara and Wai and also around Koregaon seemed to me most excellent. The sugarcane crop was splendid everywhere and must have brought ample returns to the cultivators.

In the eastern talukas of Khatao, Máu, Khanapur, and Tasgaon the rainfall was less copious, as will be seen from the following figures :—

	Inches.	Cents.
1. Khatan	24	60
2. Máu	19	41
3. Khanapur	21	69
4 Tasgaon	19	98

The soil in these taluqas (with the exception of the villages in the western portion of the Tasgaon taluqa, and situated on the banks of the river Krishna) is not so fertile and productive as the soil in the above-mentioned taluqas, and consequently this part is generally subject to scarcity of grains and fodder. Fortunately during the year under report the rainfall, though scanty in the early months, was sufficient and timely. The heavy showers in October and November proved very beneficial, and both kharif and rabi crops were tolerably good. The yield varied in different taluqas according to the nature of the soil from 4 annas in taluqa Máu to 10 annas in Khatao and Khanapur in respect of kharif crops, while as regards rabi crops it ranged from 8 annas in taluqa Khanapur to 12 annas in taluqa Máu.

The rich alluvial soil on the banks of the river Krishna in the Karad, Walwa and Tasgaon taluqas, and on the banks of the river Warna in the southern part of taluqa Walwa, yielded abundant harvests and more than repaid the cultivators for the trouble and money expended upon them.

On the whole, I can safely pronounce the season has been most favourable, the yield of crops above the average, and the condition of the people one of peace and prosperity.

The supply of grass and fodder was not sufficient in all taluqas, and, consequently, the prices rose considerably during the latter part of the year.

In estimating the probable yield of the crops 16 annas are taken to represent bumper crops and 8 annas to represent average, or middling, crops in this district. The deficiency in some taluqas was made up by importations from others and from the adjacent Native States, and thus any considerable mortality among the agricultural stock of the district was averted. In connection with the question of fodder supply, I may mention here that the new grazing rules, which have an intimate connection with the fodder supply, have been but very recently brought in force in this district, and the effect of their operations will not be known until next year The heat during the months of March, April and May was more than ordinary, and while heavy thunderstorms in April, accompanied by rain and hail, gave temporary relief it was remarkable that little or no rain fell in May, and, consequently, many wells and watercourses dried up, causing much distress.

Government of India Central Printing Office.—No. 1319 H.D.—5-8-92.—500.